



# CITY OF OKEECHOBEE

55 SE THIRD AVENUE  
OKEECHOBEE, FL 34974

**AUGUST 2, 2022**

**5:00 PM**

## LIST OF EXHIBITS

### **Mayor**

Dowling R. Watford, Jr.

### **Council Members**

Noel Chandler

Monica Clark

Bob Jarriel

Bobby Keefe

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Exhibit 1	July19, 2022 Regular Minutes
Exhibit 2	Board Appointments
Exhibit 3	Ordinance No. 1255, Future Land Use Map Amendment
Exhibit 4	Ordinance No. 1257, Joinder Application Fee
Exhibit 5	Resolution No. 2022-04, Residential Garbage Preliminary Rates
Exhibit 6	Resolution No. 2022-05, Residential Solid Waste and Collection Assessment
Exhibit 7	Letter of Engagement for Audit Services
Exhibit 8	Surplus Fire Equipment
Exhibit 9	Resolution No. 2022-06, Commercial Solid Waste and Collection Rates
Exhibit 10	Waste Management, Inc. Franchise Agreement
Exhibit 11	Resolution No. 2022-07, Post Project Maintenance Agreement with FDOT
Exhibit 12	TCMA Medical Services Agreement
Exhibit 13	Proposed 2022-2023 Fiscal Year Budget



CITY OF OKEECHOBEE, FLORIDA  
JULY 19, 2022, REGULAR CITY COUNCIL MEETING  
DRAFT MEETING MINUTES

I. **CALL TO ORDER**

Mayor Watford, called the regular meeting of the City Council for the City of Okeechobee to order on July 19, 2022, at 6:06 P.M. in the City Council Chambers, located at 55 Southeast 3<sup>rd</sup> Avenue, Room 200, Okeechobee, Florida. The invocation was offered by Pastor Warren Kelly of the Okeechobee Praise and Worship Center; followed by the Pledge of Allegiance led by Council Member Keefe.

II. **ATTENDANCE**

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

III. **AGENDA AND PUBLIC COMMENTS**

A. Mayor Watford asked whether there were any items to be added, deferred, or withdrawn. He noted the correct Warrant Register for Consent Agenda, Item B, is June, not May as listed.

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

C. There were no comment cards submitted for public participation for issues not on the agenda.

IV. **PRESENTATIONS AND PROCLAMATIONS**

A. Mayor Watford called the November 8, 2022, General City Election for the Offices of City Council and City Clerk. The proclamation was presented to Clerk Gamiotea and read into the record as follows: **"Whereas, under and by virtue of the provisions of the Charter, Elections Chapter 26 of the Code of Ordinances for the City of Okeechobee, and Florida State Laws, it is the duty of the Mayor to proclaim and call General City Elections at the time and manner provided therein; and Whereas, proclaiming General City Elections shall be issued by a Proclamation, at least 90-days prior to the date of holding of such election, signed by the Mayor, attested by the City Clerk. Proclamation shall specify the office or offices to be filled, the cause of the vacancy of such office or offices, and the date of the expiration of the terms of such office or offices; and Whereas, the City Clerk shall publish the Proclamation in the local newspaper at least twice, once being in the fifth week, and once being in the third week, prior to the week in which the General City Election will be held. Now, therefore, I, Dowling R. Watford, Jr., Mayor of the City of Okeechobee, Florida do hereby proclaim and declare that a General City Election be held by the City of Okeechobee qualified electors who have registered to vote by October 11, 2022, for the purpose of electing the following officers to serve as such, for four years, beginning January 2, 2023, and ending January 7, 2027, following such election or until their successors are elected and qualified: Three (3) City Council Members and One (1) City Clerk. Said General Election shall be held on November 8, 2022, from 7:00 AM to 7:00 PM; at the County Polling or Voting Precinct(s), which have been established by the County Supervisor of Elections and Board of County Commissioners; or during the Early Voting period as provided by State Law, to be held from October 29, through November 5, 2022, from 8:30 AM to 7 PM, at the Supervisor of Elections Office; or Vote-by-Mail as provided by State Law."**

B. Mayor Watford called for a Referendum Question to be on the November 8, 2022, General Election by Proclamation. The proclamation was presented to Clerk Gamiotea and was read into the record as follows: **"Whereas, under and by virtue of the provisions of the Charter, Elections Chapter 26 of the Code of Ordinances for the City of Okeechobee, and Florida State Laws, it is the duty of the Mayor to proclaim and call a Referendum during the General Election at the time and manner provided therein; and Whereas, proclaiming a Referendum shall be issued by a Proclamation, at least 90-days prior to the date of holding of such election, signed by the Mayor, attested by the City Clerk, and specify the issues or questions to be voted upon in the Referendum, including the wording of the Referendum as it will appear on the ballot; and Whereas, the City Clerk shall publish the Proclamation in the local newspaper at least twice, once being in the fifth week, and once being in the third week, prior to the week in which the Referendum Question on the General Election Ballot will be held. Now, therefore, I, Dowling R. Watford, Jr., Mayor of the City of Okeechobee, Florida do hereby proclaim and declare that a Referendum be held at the November 8, 2022 General Election by the City of Okeechobee qualified electors who have registered to vote by October 11, 2022.**

**IV. PRESENTATIONS AND PROCLAMATIONS CONTINUED**

**B. Continued: Election day voting will be from 7:00 AM to 7:00 PM; at the County Polling or Voting Precinct(s), which have been established by the County Supervisor of Elections and Board of County Commissioners; or during the Early Voting period as provided by State Law, to be held from October 29, through November 5, 2022, from 8:30 AM to 7 PM, at the Supervisor of Elections Office; or Vote-By-Mail as provided by State Law. Said Referendum wording shall appear on the General Election Ballot, as adopted on June 7, 2022, and set out in the Section 5.B of City Ordinance No. 1253: Revision of the City Charter for the City of Okeechobee, Florida. Shall the Charter for the City of Okeechobee be updated and revised to (i) incorporate a Citizens' Bill of Rights; (ii) update and modernize the City Charter; (iii) codify a number of charter-type provisions in the City Code of Ordinance, but not in the City Charter; (iv) eliminate provisions that are obsolete or inconsistent with, state law and municipal governance; and (v) render the City Clerk office from an elective position to an appointive position. Yes \_\_\_\_ No \_\_\_\_."**

**V. CONSENT AGENDA**

Motion by Council Members Jarriel and Keefe to:

**A. [Dispense with the reading and] approve the meeting Minutes for June 7, 2022, June 21, 2022, and July 5, 2022 [as presented in Exhibit 3]; and**

**B. Approve the June 2022 Warrant Register [in the amounts: General Fund, \$919,737.14; Public Facilities Improvement Fund, \$24,995.23; and Capital Improvement Projects Fund, \$9,614.63, as presented in Exhibit 4].**

**Motion Carried Unanimously.**

**VI. NEW BUSINESS**

**A. Motion and second by Council Members Jarriel and Clark to read by title only, proposed Ordinance No. 1256 for Rezoning Petition No. 22-004-R, submitted by Anita Nunez/Anita's Rental Properties to rezone 2.41+/- vacant unplatted acres [as presented in Exhibit 5]. Motion Carried Unanimously.**

City Attorney John Fumero read proposed Ordinance No. 1256 by title only, as follows: **"AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING OFFICIAL ZONING MAP OF THE CITY OF OKEECHOBEE BY REZONING A CERTAIN TRACT OF LAND MORE PARTICULARLY DESCRIBED HEREIN, FROM RESIDENTIAL SINGLE FAMILY-ONE (RSF-1) TO HEAVY COMMERCIAL (CHV), PETITION NO. 22-004-R; AMENDING THE ZONING MAP; ACCORDINGLY, PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE."**

Motion and second by Council Members Chandler and Jarriel to approve the first reading of proposed Ordinance No. 1256 and set August 16, 2022, as the final hearing date [per Planner Ben Smith, contingent upon the associated Comprehensive Plan Future Land Use Map Amendment Application No. 22-004-SSA being adopted on August 2, 2022]. **Motion Carried Unanimously.**

**B. Motion and second by Council Members Keefe and Clark to approve an Application submitted by Okeechobee Main Street (OKMS), to temporarily close a portion of Southwest 6<sup>th</sup> Avenue between North and South Park Streets, from 5:00 P.M. on August 5, 2022, to 2:00 P.M. August 6, 2022, for the dedication and unveiling of the Cattle Drive Sculpture and Cattlemen's Square Park [in FLAGLER PARK BLOCK L/Park No. 5, as presented in Exhibit 6]. Motion Carried Unanimously.**

**C. Motion and second by Council Members Chandler and Keefe to approve the 2022-23 School Resource Officer Agreement for Okeechobee Christian Academy [as presented in revised Exhibit 7, distributed during the Meeting]. Motion Carried Unanimously.**

**D. Motion and second by Council Members Jarriel and Clark to approve the renewal of a Memorandum of Understanding with Okeechobee County for the administration of Traffic Control Preemption [as presented in Exhibit 8]. Motion Carried Unanimously.**

**E. Administrator Ritter distributed a four-page spreadsheet prioritizing the Projects as presented in during the July 5, 2022, Workshop. The first three pages listed possible projects, without the potential of grant funding, and their ranking. The fourth page prioritized the projects with potential grant funding. Staff will utilize the spreadsheet to assist with preparing the proposed budget. Following various questions, Mayor Watford suggested the Council discuss any specific projects with Administrator Ritter prior to the Budget Workshops. No official action was requested or required for this item.**

## VI. NEW BUSINESS CONTINUED

- F. Motion and second by Council Members Chandler and Keefe to approve the maximum Millage Rate for advertisement for 2022 Tax Notices, Millage Rate of 7.6018 for Budget Year 2022-23 [as presented in **Exhibit 9**]. **Motion Carried three to two, Council Members Clark and Jarriel voting No.**
- G. Motion and second by Council Members Chandler and Clark to approve the budget calendar for Fiscal Year 2022-23, setting remaining Workshops for August 2, 2022 at 5:00 P.M. and August 16, 2022 at 5:00 P.M., if needed; First Budget Hearing for September 6, 2022 at 6:00 P.M. with Regular Council Meeting; and reschedule the Regular Council Meeting to be held September 20, 2022, to the same date as the Final Budget Hearing on September 26, 2022 at 6:00 P.M. [as presented in **Exhibit 10**]. **Motion Carried Unanimously.**
- H. The Annual Evaluation of Administrator Ritter was reviewed. On July 12, 2022, Clerk Gamiotea disbursed individual evaluation forms to the Mayor and Council to complete prior to the meeting. The evaluations contain 14 questions and have been incorporated into the official minute file. The final scores as follow: Chandler 4.7, Clark 4.8, Jarriel 5.0, Keefe 3.7, Watford 4.9; for an overall average score of 4.6 out of 5.0. The Tally Sheet has also been incorporated into the official minute file.

## VII. CITY ATTORNEY UPDATE

- Addressing issues with Okeechobee Trailer and Fishing Resort;
- Deferred loan agreement with CDBG Housing;
- Continuing to research options to change how the Technical Review Committee operates to make it a non-Sunshine entity while ensuring to maintain transparency;
- Monitoring challenging public records requests with Clerk's Office and responding to issues as needed;
- Briefing will be provided at a future meeting on the topic of Zoning and Restrictive Covenants;
- Draft of proposed garbage Rate Resolutions have been provided to Staff;
- Draft of amendment to the Code regulating fireworks will be presented soon.

## VIII. CITY ADMINISTRATOR UPDATE

- Planning Board, Board of Adjustment, and Design Review Board, as well as the General Pension Board of Trustees have vacancies, encourage citizens to be involved;
- Draft letter to CSX, in discussion with Sheriff and Deputy County Administrator to determine best course of action, may only be a phone call.

## IX. CITY COUNCIL COMMENTS

Council Member Chandler thanked Administrator Ritter and Staff for their work.

Council Member Jarriel asked Council Members to consider the millage rate and talk to citizens prior to the upcoming budget workshops.

Council Member Keefe asked Council Members and Staff to show support to the under-served area of Dean's Court by attending a community meeting on August 3, 2022 at 10:00 A.M.

Mayor Watford:

- Expressed gratitude for the support shown to his family during a recent tragedy;
- Provided reminder of the Treasure Coast Regional League of Cities and Treasure Coast Council of Local Governments July 20, 2022, meeting and Barbeque.

## X. ADJOURNMENT

There being no further items, Mayor Watford adjourned the meeting at 7:15 P.M.

Submitted By:

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Lane Gamiotea, CMC, City Clerk

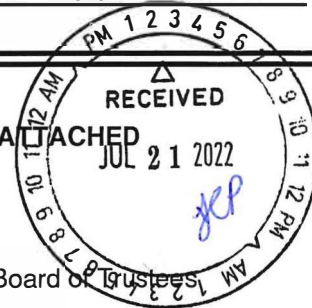
Please take notice and be advised that when a person decides to appeal any decision made by the City Council with respect to any matter considered at this meeting, s/he may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the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

CITY OF OKEECHOBEE

55 Southeast 3<sup>rd</sup> Avenue, Okeechobee, Florida 34974 Phone: (863) 763-3372

**APPLICATION FOR CITY CITIZEN BOARD/COMMITTEE APPOINTMENT**

Please print or type all information. The information from this application will be used by the City Council when considering action on your appointment. The application **MUST BE COMPLETED IN FULL**. Answer "None" "Not Applicable" or "N/A" where appropriate.



**CHECK THE BOARD(S) OF INTEREST TO YOU**  
A COPY OF EACH BOARD'S DUTIES, MEETING DATES, AND TIMES ARE ATTACHED

- Planning Board/Board of Adjustment & Appeals/Design Review Board
- Okeechobee Utility Authority Board of Directors (City Residents Only)
- Police Officers' Pension, Firefighters' Pension, or General Employees' Retirement System Board of Trustees  
(City Resident Trustee: \_\_\_\_\_ OR Fifth Member Trustee: \_\_\_\_\_)
- Other: \_\_\_\_\_

APPLICANT'S FULL NAME:	Carl Eugene Berlin, Jr		
NAME COMMONLY USED:	Butch		
RESIDENCE ADDRESS:	1412 SE 12th Drive, Okeechobee FL		
HOW LONG AT ADDRESS:	Years: <u>1 1/2</u>	Is this in the City Limits? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MAILING ADDRESS:	Same As Above		
TELEPHONE/CELL:	304-633-6704		
EMAIL:	butchberlin@yohos.com		
ARE YOU A US CITIZEN?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No, explain: _____		
FLORIDA REGISTERED VOTER?	<input checked="" type="checkbox"/> Yes County Registered in: <u>Okeechobee</u> <input type="checkbox"/> No		
EDUCATION:	High School Name(s) & Location(s)	Year Graduated	
	<u>Spiveall Jackson HS</u>	<u>1969</u>	
POST SECONDARY EDUCATION:	College Name(s)	Certificate/Degree(s) Awarded	Date(s) Attended
	<u>Marshall Univ</u> <u>Marshall Univ</u>	<u>A.S</u> <u>B.A</u>	<u>1979</u> <u>1984</u>
MILITARY SERVICE:	Branch(es)	Dates of Service	Discharge Date(s)
	<u>N/A</u>		
CURRENT OR MOST RECENT EMPLOYER:	<u>Retired 2012</u>		
JOB TITLE/DESCRIPTION:	<u>Warden</u>		
WORK ADDRESS:	<u>South Western Regional Jail</u>		
WORK TELEPHONE:	<u>No Longer exists</u>		

<b>ARE YOU CURRENTLY EMPLOYED AS:</b> (CHECK ALL THAT APPLY)	<input type="checkbox"/> General Contractor	<input type="checkbox"/> Business Person	<input type="checkbox"/> Architect
	<input type="checkbox"/> Engineer	<input type="checkbox"/> Sub-Contractor	<input type="checkbox"/> Realtor
	<input type="checkbox"/> Attorney	<input type="checkbox"/> Doctor	<input type="checkbox"/> Surveyor
	<input type="checkbox"/> Lay Person	<input type="checkbox"/> Urban Planner	<input type="checkbox"/> Landscape Architect

Have you ever been appointed to, or do you currently serve on, a citizen or community board for any other agency or government?  **No**  **Yes\*, and list:** *\*If you are currently serving on another Board that the State deems an "office," your application cannot be considered. Each Board will have to be reviewed and verified.*

<u>AGENCY</u>	<u>BOARD NAME</u>	<u>POSITION</u>	<u>DATE(S)</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Are you now, or have you ever been, elected or appointed to any public office?  **No**  **Yes, and list:**

<u>LEVEL OF GOVERNMENT</u>	<u>OFFICE TITLE</u>	<u>DATE OF ELECTION</u>	<u>TERM(S)</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Do you work with or have any association with a current member of the board/committee to which you are requesting appointment?  **No**  **Yes, and list:**

<u>NAME OF BOARD/COMMITTEE MEMBER(S)</u>	<u>RELATIONSHIP/ASSOCIATION</u>
_____	_____
_____	_____
_____	_____

Are you related to, or employed by, any City of Okeechobee employees or elected officials?  **No**  **Yes, and list:**

<u>NAME OF EMPLOYEE/ELECTED OFFICIAL</u>	<u>RELATIONSHIP/ASSOCIATION</u>
_____	_____
_____	_____
_____	_____

Have you ever been found to be in violation of Florida Statutes Chapter 112, Part III, Code of Ethics for Public Officers and Employees?  **No**  **Yes, and list:**

<u>DATE(S)</u>	<u>NATURE OF VIOLATION</u>
_____	_____
_____	_____
_____	_____

Have you ever been convicted of a **FELONY**, plead guilty or no contest, or entered into an agreement setting forth the terms leading to the reduction or dismissal of the charges?  **No**  **Yes, and list:**

<u>DATE(S)</u>	<u>VIOLATION</u>	<u>CITY AND STATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

ALL INFORMATION PROVIDED ON THIS FORM IS A PUBLIC RECORD. Information for certain individuals with a specific public records exemption can be withheld. In order to claim the exemption, complete the following:

Are you a current or former, the spouse of a current or former, or the child of a current or former sworn or civilian law enforcement personnel, certified firefighter, EMT, paramedic, code enforcement officer, or other covered employee who is exempt from public records disclosure under Florida Statute 119.071? Review list of other covered employees before responding.  No  Yes, and list:

JOB TITLE OR COVERED POSITION TITLE

RELATIONSHIP

Describe any skills, experiences, interests and/or background information about yourself that would be helpful to the Board you wish to serve on. Include personal accomplishments that qualify you for the appointment.

If more space is needed, please attach an additional page.

I spent over thirty years in law enforcement. Was through the ranks and retired after twenty five years service. Retired from the West Virginia State Police. I have learned how to be a good listener, ability to learn and ability to take action.

Appointed Deputy, Federal Security Director for the State of W. Va. for approximately six months before we had policies and procedures. With my past administrative experience we were able to function on day one.

Being a Warden of a jail, you have to solve all of the problems of the jail. You are in charge of all of the employees. You prepare budget and compiled reports and analysis. Supervision of all employees, inmates and all activities connected to the facility. Forensic complaints are managed, inmate disciplinary programs and provide due process as required by law. You are responsible for training, policies, procedures, monitoring, operations, staff and public relations.

\_\_\_\_\_

THE FOLLOWING INFORMATION IS USED WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, AGE, DISABILITY, OR MARITAL STATUS. HOWEVER, THE FEDERAL AND STATE GOVERNMENTS REQUIRE THE CITY TO PROVIDE STATISTICS ON THE NUMBER OF WOMEN, MINORITIES, VETERANS, AND DISABLED PERSONS THAT ARE APPOINTED TO BOARDS. INFORMATION WILL BE USED FOR STATISTICAL PURPOSES ONLY AND HAVE NO BEARING ON YOUR APPOINTMENT:

SEX:  MALE  FEMALE

ETHNIC GROUP:  CAUCASIAN  BLACK  SPANISH HERITAGE  NATIVE AMERICAN  
 ASIAN OR PACIFIC ISLANDER  OTHER (specify): \_\_\_\_\_

CHECK ALL THAT APPLY:  WARTIME PERIOD VETERAN  DISABLED VETERAN  VIETNAM VETERAN *n/a*

HANDICAPPED STATUS:  NO  YES, AND LIST THE HANDICAP: \_\_\_\_\_

**STATEMENT OF APPLICANT:** I certify that the answers are true and complete to the best of my knowledge. I authorize investigation of all statements contained in this application. I hereby release all companies, schools, or persons from all liability for any damage for issuing this information. I understand that the City may request a copy of my driver's license. I have the right to request that the City completely and accurately disclose to me the contents of any investigation or reports upon request to the Office of the City Clerk. I further understand all information provided becomes a matter of public record.

**CERTIFICATION:** I understand that falsification, omission, misleading statements, or misrepresentation is cause for rejection of this application. I understand that this application is a Public Record and is subject to the provisions of Florida Statutes Chapter 119.

**FINANCIAL DISCLOSURE REPORTING:** I understand that should I be appointed to a City of Okeechobee citizen board I am required to complete and file a State of Florida Financial Disclosure Form 1 upon my appointment, annually and a Financial Disclosure Form 1-Final upon my resignation/sunset of term.

**PUBLIC RECORDS/OPEN MEETINGS LAWS:** I understand and agree that should I be appointed to a citizen board/committee for the City of Okeechobee, I will comply with all State Statutes, Florida Administrative Code, and State Constitution regarding public records, records retention, public record requests, and the open public meeting requirements.

I hereby acknowledge that I have read and understand each of the above statements.

Signature of Applicant: *Paul E. Boling Jr.*

Date: *July 21, 2022*

1. The City Code Book Sec. 70-151, 70-171, 70-19170-211 read: "...membership of the board, where possible, shall consist of any of the following: architect, engineer, surveyor, urban planner, landscape architect, general contractor, realtor, business person, and lay persons."

2. Other covered jobs include current or former, their spouse, and children: correctional and correctional probation officers; juvenile probation officers, supervisors, detention superintendents and assistants; Department of Juvenile Justice: detention officers I and II, detention office supervisors, residential officers, residential officer supervisors I and II, counselors and supervisors, human services counselor administrators, senior human services counselor administrators, rehabilitation therapists, and social services counselors; certain personnel of: the Department of Children and Families; the Department of Health; the Department of Financial Services; and the Department of Revenue or local governments whose responsibilities include revenue collection and enforcement or child support enforcement; investigators or inspectors of the Department of Business and Professional Regulation; the Office of the Inspector General or internal audit department; justices of the Supreme Court; judges of the district court of appeals, circuit court, and county court; general and special magistrates, judges of compensation claims, administrative law judges of the Divisions of Administrative Hearings, and child support enforcement hearing officers; state attorneys and assistants, statewide prosecutors and assistants; public defenders and assistants, criminal conflict and civil regional counsel and assistants; guardians ad litem; human resource, labor relations, or employee relations directors and assistants, managers or assistant managers of any local government agency or water management district whose duties include hiring and firing employees, labor contract negotiations, administration, or other personnel-related duties; tax collectors; certain impaired practitioners and consultants; [see ' 119.071, Florida Statutes].



PLEASE RETURN COMPLETED APPLICATION TO:  
 CITY OF OKEECHOBEE  
 OFFICE OF THE CITY CLERK  
 55 SE 3<sup>RD</sup> AVENUE, ROOM 100  
 OKEECHOBEE, FLORIDA 34974

*CITY CLERK'S OFFICE USE ONLY*

<b>Boards Applicant is appointed to:</b> #1 _____ #2 _____ #3 _____	<b>Verified State's consideration as an "Office":</b> #1 _____ #2 _____ #3 _____
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APPOINTED TO:						
CITY COUNCIL MEETING:	INITIAL TERM DATES:	NOTIFICATION SENT:	RE-APPOINTED TERM DATES:	RE-APPOINTMENT NOTIFICATION SENT:	RESIGNED/TERM SUNSET:	CERTIFICATE OF APPRECIATION PRESENTED:

## ORDINANCE NO. 1255

**AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING THE CITY OF OKEECHOBEE COMPREHENSIVE PLAN, ORDINANCE NO. 635 AS AMENDED, BY REVISING THE FUTURE LAND USE MAP ON A CERTAIN TRACT OF LAND MORE PARTICULARLY DESCRIBED HEREIN FROM MULTI-FAMILY RESIDENTIAL (RMF) TO COMMERCIAL (C), APPLICATION NO. 22-004-SSA; PROVIDING FOR INCLUSION OF ORDINANCE AND REVISED FUTURE LAND USE MAP IN THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Okeechobee recognizes the need to plan for orderly growth and development; and

**WHEREAS**, Chapter 163, Florida Statutes provides for amendment to Adopted Comprehensive Plans; and

**WHEREAS**, the City has received and reviewed a certain Application, No. 22-004-SSA, submitted by the property owner, Anita Nunez, Registered Agent of Anita's Rental Properties, for a small-scale amendment to the Future Land Use Map of the City's Comprehensive Plan, and said Application being reviewed by the City's Planning Board, acting as the Local Planning Agency, at a duly advertised Public Hearing held on June 16, 2022, which determined such request to be consistent with the Comprehensive Plan and consistent with the pattern of future land uses within the City; and

**WHEREAS**, the City Council has agreed with the recommendation of the Planning Board and finds that the proposed application complies with the requirements of Florida Statute 163, Part II, and that the proposed application is consistent with the Comprehensive Plan and appropriate to the future land uses within the City.

**NOW, THEREFORE**, it is ordained 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: SHORT TITLE.**

**THIS ORDINANCE** shall be known as a "City of Okeechobee Small Scale Development Activities Comprehensive Plan Amendment," pursuant to F.S. 163.3187, and shall be effective within the City limits of the City of Okeechobee, Florida.

### **SECTION 2: AUTHORITY.**

This City of Okeechobee Small Scale Development Activities Comprehensive Plan Amendment is adopted pursuant to the provisions of Chapter 163.3187, Part II, Florida Statutes.

### **SECTION 3: REVISIONS TO THE FUTURE LAND USE MAP.**

The following described land consisting of approximately 2.41 acres is hereby re-designated for purposes of the Future Land Use Map of the City of Okeechobee Comprehensive Plan:

1. Application No. 22-004-SSA, from RMF to C. The Legal Description of the Subject Property is as follows:

BEGINNING 921.5 FEET SOUTH OF THE NE CORNER OF SE 1/4 OF SECTION 21, TOWNSHIP 37 SOUTH, RANGE 35 EAST, AND RUN SOUTH 293.3 FEET ALONG SECTION LINE TO A POINT 1426 FEET NORTH FROM THE SE CORNER OF SAID SE 1/4 OF SAID SECTION 21; RUN THENCE WEST AT RIGHT ANGLES 361 FEET, MORE OR LESS, TO THE EAST BOUNDARY OF PARROTT AVENUE IN THE CITY OF OKEECHOBEE, RUN THENCE NORTH ALONG PARROTT AVENUE 293.3 FEET, RUN THENCE EAST AT RIGHT ANGLES 361 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. LYING IN AND COMPRISING A PART OF GOVERNMENT LOT 4, IN SECTION 21, TOWNSHIP 37 SOUTH, RANGE 35 EAST.

**SECTION 4: INCLUSION OF ORDINANCE AND REVISED FUTURE LAND USE MAP IN THE COMPREHENSIVE PLAN.**

It is the intention of the City Council of the City of Okeechobee, Florida that the provisions of this Ordinance, and the revisions to the Future Land Use Map which are incorporated herein by reference, shall become, and be made a part of the City of Okeechobee Comprehensive Plan (City of Okeechobee Ordinance No. 635, as amended).

**SECTION 5: CONFLICT.**

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

**SECTION 6: 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 7: EFFECTIVE DATE.**

The effective date of this plan amendment shall be thirty-one (31) days after the adoption of this Ordinance, if not timely challenged. If timely challenged, this amendment shall become effective on the date the State Land Planning Agency, or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective.

**INTRODUCED AND ADOPTED** at First Reading and Final Public Hearing on this 2<sup>nd</sup> day of August 2022, pursuant to F.S. 163.3187(2).

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

ATTEST:

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

**REVIEWED FOR LEGAL SUFFICIENCY:**

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



## CITY OF OKEECHOBEE, FLORIDA

### PLANNING BOARD MEETING

JUNE 16, 2022

### SUMMARY OF BOARD ACTION

#### I. CALL TO ORDER

Chairperson Hoover called the regular meeting of the Planning Board for the City of Okeechobee to order on Thursday, June 16, 2022, at 6:01 P.M. in the City Council Chambers, located at 55 Southeast Third Avenue, Room 200, Okeechobee, Florida followed by the Pledge of Allegiance.

#### II. ATTENDANCE

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

#### III. AGENDA

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

#### IV. MINUTES

- A. Motion by Member Baughman, seconded by Member Brass to dispense with the reading and approve the May 19, 2022, Regular Meeting minutes. **Motion Carried Unanimously.**

#### V. CHAIRPERSON HOOVER OPENED THE PUBLIC HEARING AT 6:03 P.M.

- A. Land Development Regulation (LDR) Text Amendment No. 22-002-TA, which proposes to amend items 19 and 22 of Appendix C, Schedule of LDR Fees and Charges.
  1. City Planning Consultant Ben Smith with Morris-Depew Associates, Inc. reviewed the Planning Staff Report explaining the reason for the request to reduce the fees charged for Joinder applications.
  2. There were no public comments offered.
  3. There were no Ex-Parte disclosures offered.
  4. Motion by Member Baughman, seconded by Member Brass to recommend the City Council approve LDR Text Amendment No. 22-002-TA as presented in [Exhibit 1.] **Motion Carried Unanimously.** The recommendation will be forwarded to the City Council for consideration at Public Hearings tentatively scheduled for July 5, 2022, and August 2, 2022.
- B. Comprehensive Plan Small Scale Future Land Use Map (FLUM) Amendment Application No. 22-004-SSA, to reclassify from Multi-Family (MF) Residential to Commercial (C) on 4.21± acres located in the 1000 block of the East side of South Parrott Avenue.
  1. City Planning Consultant Smith briefly reviewed the Planning Staff Report finding the requested C FLUM designation for the subject property reasonably compatible with adjacent uses, consistent with the urbanizing pattern of the area, and consistent with the City's Comprehensive Plan, therefore recommending approval. The Applicant is also submitting a concurrent request to rezone the property from Residential Single Family-One (RSF-1) to Heavy Commercial (CHV). For the record, a notation was made that the correct acreage amount for the application request should be 2.41± acres and not 4.21.
  2. Mr. Steven Dobbs, Consultant for the Property Owner, Anita Nunez, Registered Agent of Anita's Rental Properties, Inc. was present and available for questions. There were none.

**V. PUBLIC HEARING ITEM B CONTINUED**

3. No public comments were offered.
4. No Ex-Parte disclosures were offered.
5. Motion by Board Member Baughman, seconded by Board Member McAuley to recommend approval to the City Council for Comprehensive Plan Small Scale FLUM Amendment Application No. 22-004-SSA, as presented in [Exhibit 2, which includes the findings as required for granting Applications per Code Section 70-340; and the Planning Consultant's analysis of the findings and recommendation for approval.] **Motion Carried Unanimously.** The recommendation will be forwarded to the City Council for consideration at a Public Hearing tentatively scheduled for July 19, 2022.

**QUASI-JUDICIAL ITEM**

- C. Rezoning Petition No. 22-004-R, requests to rezone from RSF-1 to CHV, on 4.21± acres, located in the 1000 block of the East side of South Parrott Avenue for the proposed use of developing a new commercial business.
1. Notary Public Patty Burnette administered an oath to Mr. Steven Dobbs, 209 Northeast 2<sup>nd</sup> Street, Okeechobee, Florida, who responded affirmatively.
  2. City Planning Consultant Smith briefly reviewed the Planning Staff Report finding the requested rezoning from RSF-1 to CHV for the subject property to be reasonably compatible with adjacent uses, consistent with the urbanizing pattern of the area and consistent with the City's Comprehensive Plan, therefore recommending approval should the concurrent request to change the FLUM to C be approved. For the record, a notation was made that the correct acreage amount for the petition request should be 2.41± and not 4.21.
  3. Mr. Dobbs, Consultant for the Property Owner, Anita Nunez, Registered Agent of Anita's Rental Properties, Inc. was present and available for questions. There were none.
  4. No public comments were offered.
  5. No Ex-Parte disclosures were offered.
  6. Motion by Board Member Brass, seconded by Board Member Baughman to recommend approval to the City Council for Rezoning Petition No. 22-004-R as presented in [Exhibit 3, which includes the findings as required for granting Petitions per Code Section 70-340; and the Planning Consultant's analysis of the findings and recommendation for approval]. **Motion Carried Unanimously.** The recommendation will be forwarded to the City Council for consideration at Public Hearings tentatively scheduled for July 19, 2022, and August 16, 2022.

**CHAIRPERSON HOOVER CLOSED THE PUBLIC HEARING AT 6:25 P.M.**

**VI. CITY ADMINISTRATOR UPDATE**

Gary expressed his thanks for the Board Members' attendance at the Joint Workshop with the City Council that was held on May 24, 2022, and would update them once information was received from the Central Florida Regional Planning Council. He gave a brief update on how the City Charter would be presented on the ballot.

- VII.** Chairperson Hoover adjourned the meeting at 6:31 P.M.

Submitted by:

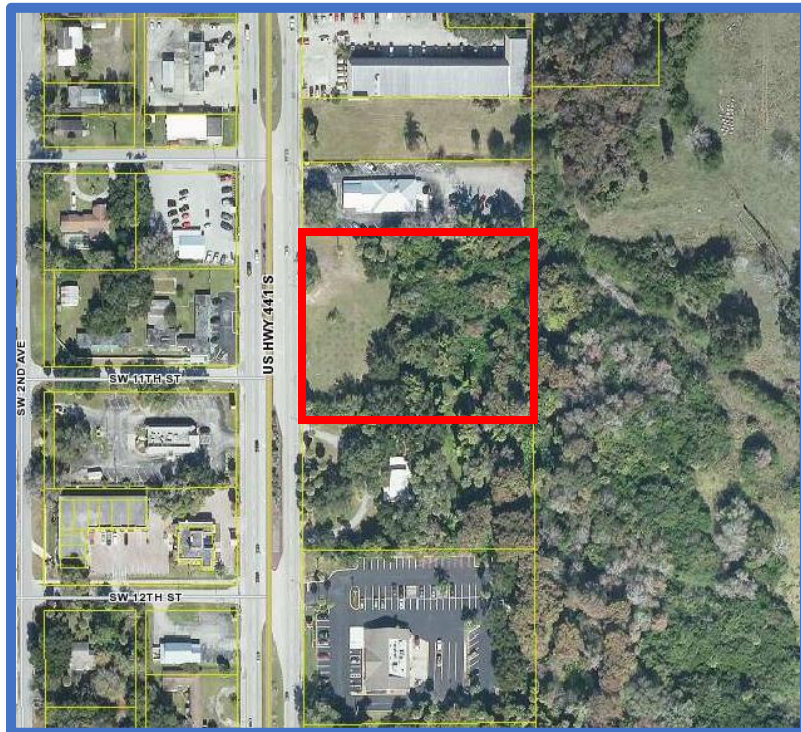
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Patty M. Burnette, Secretary

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

# 22-004-SSA

## Comprehensive Plan Amendment Staff Report



**Applicant | Anita's Rental Properties**

**Address | 1000 Block of the East Side of South Parrott Ave**



*Prepared for The City of Okeechobee*

## General Information

**Owner: Anita’s Rental Properties**  
**Applicant: Anita’s Rental Properties**  
**Primary Contact: Steven L. Dobbs (863)-634-0194**  
**Site Address: 1000 Block of the East Side of South Parrott Ave**  
**Parcel Identification: 2-21-37-35-0A00-00045-0000**

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

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

Parcel #1: 2-21-37-35-0A00-00045-0000	Existing	Proposed
<b>Future Land Use</b>	Multi-Family Residential	Commercial
<b>Zoning</b>	Residential Single Family-1	Commercial
<b>Use of Property</b>	Vacant	Restaurant
<b>Acreage</b>	2.41	2.41

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

	Future Land Use	Zoning	Existing Use
<b>North</b>	Commercial	Commercial	Bar/restaurant
<b>East</b>	Mixed-Use Residential	Holding	Vacant
<b>South</b>	Multi-Family Residential	Residential Single Family-1	Single Family dwelling
<b>West</b>	Commercial	Commercial	Vehicle sales, Motel

## Description of Request and Existing Conditions

The request for consideration by the City of Okeechobee Planning Board and City Council is an Amendment to the Future Land Use Map of the City’s Comprehensive Plan to change the future land use designation of the subject parcel from Multi-Family Residential to Commercial. The request involves a parcel that is approximately 2.41 acres with frontage on US-441, a Principal Arterial roadway. The survey

that has been provided as part of the application submittal indicates that 0.40 acres of wetlands exist on the subject parcel. Based on the size of the property, per Chapter 163.3187 F.S., this application qualifies as a Small-Scale Amendment (SSA) to the Comprehensive Plan.

## Current Development Potential as Multi-Family Residential

The property is currently designated as Multi-Family Residential on the City of Okeechobee Future Land Use Map. The Multi-Family Residential FLU allows apartments, duplexes, condominiums, and public facilities, limited agriculture and compatible accessory uses. Additionally, all permitted uses within the Single-Family Residential FLU category are allowed. The maximum standard density within the Multi-Family Residential FLU is 10 dwelling units per acre. The subject parcel is 2.41 acres, which includes 2.01 acres of upland and 0.40 acres of wetlands, as identified on the provided survey. The 2.41 acres has a multifamily density potential of 24 multifamily dwelling units.

## Future Development Potential as Commercial

The Applicant has not identified any specific plans for this project at this time. However, if this map change is approved, the property may be developed according to standards of the Comprehensive Plan and the Land Development Code, specifically those that pertain to the commercial districts and commercial uses. While the Commercial Future Land Use category allows for a maximum FAR of 3.0, the City's most intense commercial zoning district (CHV) only allows a maximum building coverage of 50%, a maximum building height of 45 feet (without a special use exception), and a maximum impervious surface coverage of 85%.

Based on 50% building coverage and a potential building height of four stories, an FAR of 2.0 is the theoretical maximum development potential on the 2.41 acres for a total potential floor area of approximately 210,000 square feet. However, it is not typical to exceed two stories in the City, especially considering the parking and landscaping standards that will need to be met. Two story development with 50% building coverage on 2.41 acres would produce 105,000 square feet of floor area.

## Consistency and Compatibility with Adjacent Uses

**Applicant Response: These parcels have a FLU of Multi-Family Residential, the parcel to the north is Commercial. The parcels directly north of this parcel is Commercial.**

**The proposed Future Land Use designation is consistent with the current major developed uses in the area and to the largest extent the surrounding parcels are Commercial. This change would be in compliance with the City's Commercial Corridor plan where they currently have designated the first two blocks along Highway 441 and SR 70 to be commercial.**

Staff Response: The subject property is located with frontage on US-441, which is generally recognized as one of the City's main commercial corridors. Staff agrees that the Applicant's request is consistent and compatible with the surrounding area and with the pattern of existing uses along US-441.



## Consistency and Compatibility with Comprehensive Plan

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 shall discourage urban sprawl.

As stated above, allowing commercial land use designations at this property is consistent with the pattern of land uses, consistent with the City's Comprehensive Plan and should not cause any disturbance to adjacent land uses.

## Adequacy of Public Facilities and Services

### Traffic Impacts

The Applicant provided a Traffic Impact Study which was completed by MacKenzie Engineering & Planning, Inc. All calculations and references are included as they appear on the TIS. The existing future land use net external trip generation is 229 daily, 30 AM peak hour (7 in/23 out), and the expected net driveway trip generation is 31 PM peak hour (20 in/11 out) trips. The proposed FLU net external trip general is 7,040 daily, 160 AM peak hour (99 in/61 out), and 554 PM peak hour (266 in/288 out) trips. The TIS indicates that the future land use amendment will result in a potential trip generation change of 6,841 daily, 130 AM peak hour (92 in/38 out), and 523 PM peak hour (246 in/277 out) trips. Staff agrees with this analysis that US-441 and SR-70 have adequate service capacity to support the traffic volume that the proposed amendment could create.

### Demand for Potable Water and Sewer Treatment

**Applicant Response: I have attached a letter where the water and sewer demand will decrease with this project.**

Staff Response: The Applicant provided potable water and sanitary sewer demand calculations for the requested Future Land Use Map Amendment which do not support the above statement that potential water and sewer service demands will decrease. Future Land Use Policy 1.1 contains adopted level of service standards for potable water at 114 gallons per capita per day and wastewater at 130 gallons per capita per day. For purposes of estimating water and wastewater demand for commercial uses, the City recommends 0.15 gallons per day per square foot of floor area. The following calculations are based on these standards, the above stated maximum development potential, and the US Census Bureau's latest estimated average number of persons per household for the City:

Current Potable Water Potential Demand- 24 dwelling units X 2.84 persons per household X 114 gal/person/day = 7,770 gallons per day

Proposed Potable Water Potential Demand- 105,000 square feet X 0.15 gal/sf/day = 15,750 gallons per day

Current Wastewater Potential Demand- 24 dwelling units X 2.84 persons per household X 130 gal/person/day = 8,860 gallons per day

Proposed Wastewater Potential Demand- 105,00 square feet X 0.15 gal/sf/day = 15,750 gallons per day

The increase in potential demand is 7,980 gallons of potable water per day and 6,890 gallons of wastewater per day. The Applicant has also provided letter of service availability from OUA which states that adequate capacity is available to serve the potential increase in service demands.

#### Demand for Solid Waste Disposal

The application submittal includes a letter from Waste Management. However, the letter does not provide any information regarding the available capacity of the existing solid waste facilities or the expected demand that will result from the proposed map amendment.

#### Schools

**Applicant Response: This is a commercial request, so no school demand is required.**

Staff Response: The applicant is proposing commercial uses on the subject parcel and, therefore, staff agrees that no school capacity demands exist.

#### Recreation and Open Space Demand

Commercial development should not increase demand for parks and recreation facilities.

## Environmental Impacts

The provided survey identifies 0.40 acres of wetlands. In addition, the Applicant stated that a biologist previously identified 0.95 acres of wetlands located on the parcel.

Two soil types are present on the subject property: Immokalee Fine Sand, 0 to 2 percent slopes, and Floridana, Riviera, and Placid soils, depressional.

The applicant claims that there is no unique habitat or endangered species on the subject parcel, though there is no environmental analysis provided to substantiate this claim.

A portion of the southern side of the subject property falls within Zone X, which is an area of minimal flood hazard. There are no wellfields within 1,000 feet of the parcel.

## Recommendation

Based on the materials provided by the applicant and the above analysis, we find that this request to change the future land use designation from Multi-Family Residential to Commercial is consistent with the City's Comprehensive Plan, reasonably compatible with adjacent uses, and is consistent with the surrounding pattern of land use. Therefore, we recommend approval of the Applicant's request.

Submitted by:



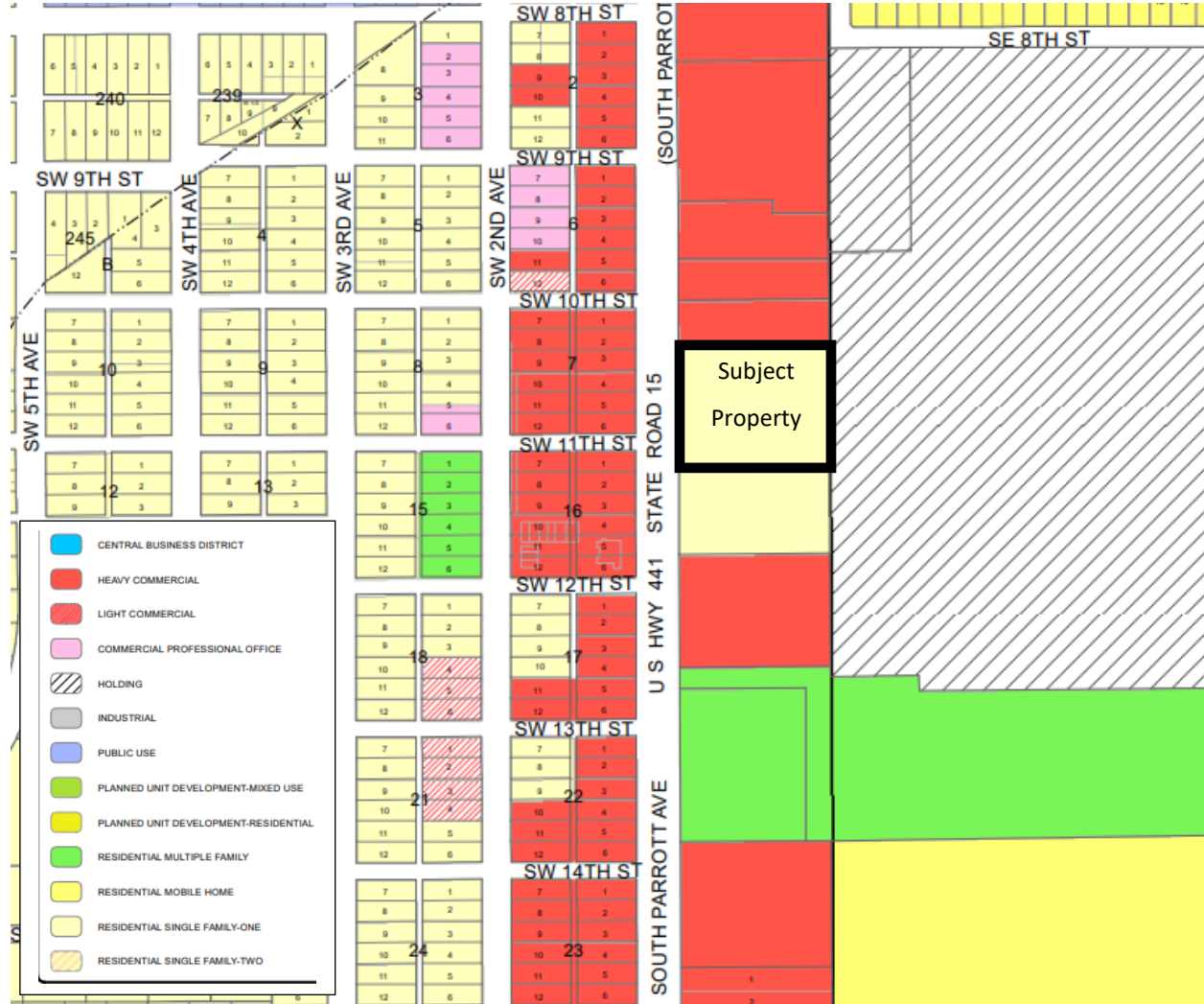
Ben Smith, AICP

Director of Planning

June 7, 2022

Okeechobee Planning Board Hearing June 16, 2022

## Supplemental Exhibits



*Exhibit C: Existing Zoning*

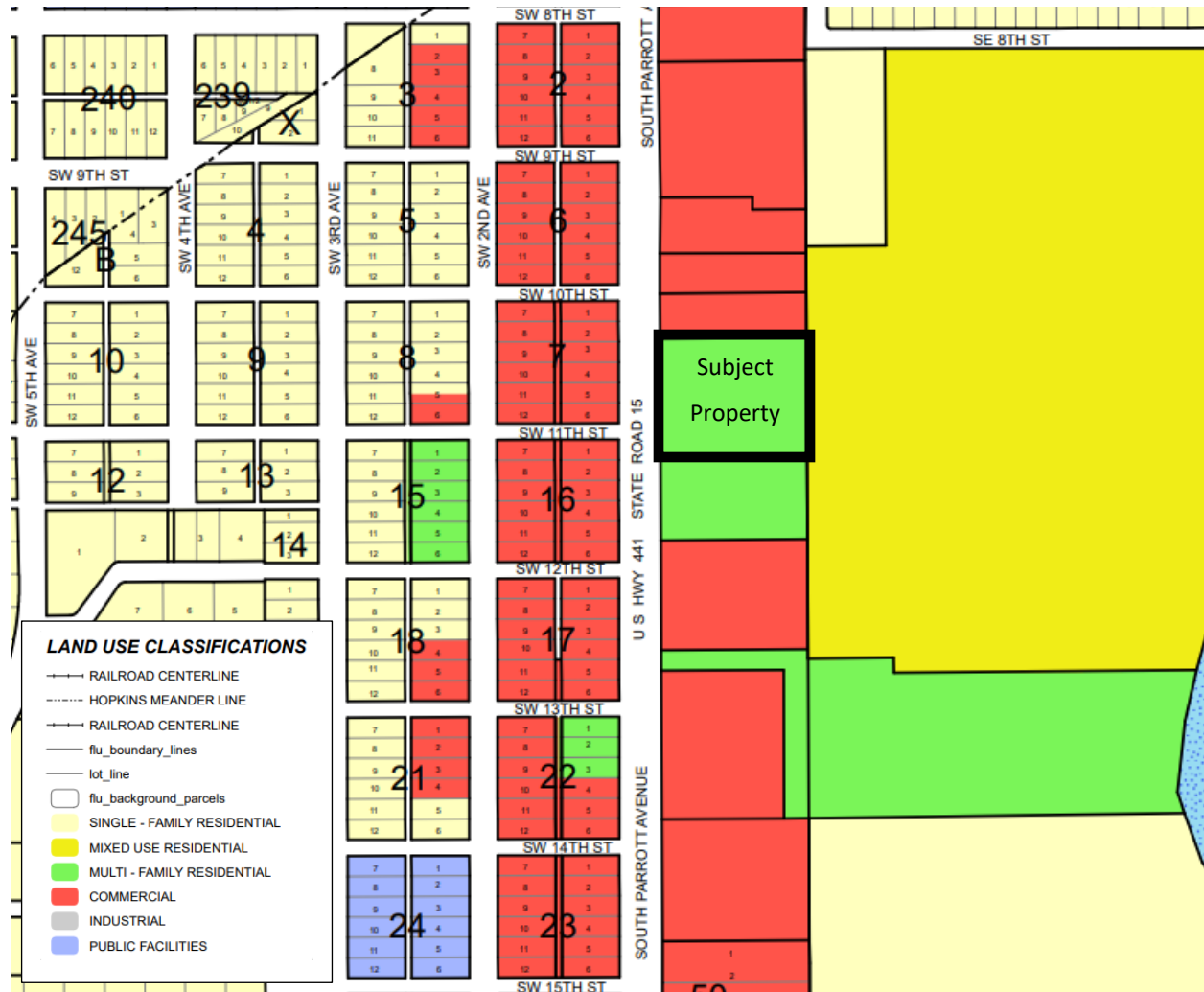


Exhibit D: Future Land Use

City of Okeechobee General Services Department 55 S.E. 3 <sup>rd</sup> Avenue, Room 101 Okeechobee, Florida 39974-2903 Phone: (863) 763-3372, ext. 9820 Fax: (863) 763-1686	Date: <u>5/3/2022</u>	Petition No. <u>22-004-SSA</u>
	Fee Paid: <u>922.00</u>	Jurisdiction: <u>PB&amp;CC</u>
	1 <sup>st</sup> Hearing: <u>6-16-2022</u>	2 <sup>nd</sup> Hearing: <u>7-19-22</u>
	Publication Dates:	
	Notices Mailed: <u>6/1</u>	

**APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT**

**TO BE COMPLETED BY CITY STAFF:**

Verified FLUM Designation: MF

Verified Zoning Designation: RSFI

- Plan Amendment Type:     Large Scale (LSA) involving over 100 acres or a Text Amendment
- Small Scale (SSA) involving 100 acres or less (may include a Text Amendment that relates directly to, and is adopted simultaneously with, the Small Scale Map Amendment)

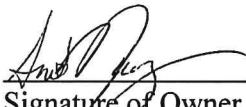
**APPLICANT PLEASE NOTE:**

Answer all questions completely and accurately. *Please print or type responses.* If additional space is needed, number and attach additional sheets. The total number of sheets in your application is: \_\_\_\_\_.

Submit 1 (one) copy of the complete application and amendment support documentation, including maps, to the General Services Department. Fifteen (15) copies of any documents over 11 X 17 are required to be submitted by the applicant.


I, the undersigned owner or authorized representative, hereby submit this application and the attached amendment support documentation. The information and documents provided are complete and accurate to the best of my knowledge.

5-2-2022  
Date

  
Signature of Owner or Authorized Representative\*

\*Attach Notarized Letter of Owner's Authorization

**I. APPLICANT/AGENT/OWNER INFORMATION**

 Anita's Rental Properties, Inc.

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**Applicant**

701 NE 3rd Street

---

**Address**

Okeechobee,

FL

34972

---

**City**

863-467-0611

**State**

**Zip**

anitasrentalp@gmail.com

---

Telephone Number

Fax Number

E-Mail

Steven L. Dobbs

---

**Agent\***

1062 Jakes Way

---

**Address**

Okeechobee,

FL

33974

---

**City**

863-824-7644

**State**

**Zip**

sdobbs@stevedobbsengineering.com

---

Telephone Number

Fax Number

E-Mail

Anita's Rental Properties, Inc.

---

**Owner(s) of Record**

701 NE 3rd Street

---

**Address**

Okeechobee,

FL

34972

---

**City**

863-467-0611

**State**

**Zip**

anitasrentalp@gmail.com

---

Telephone Number

Fax Number

E-Mail

Name, address and qualification of additional planners, architects, engineers, environmental consultants, and other professionals providing information contained in this application.

\*This will be the person contacted for all business relative to the application.

**II. REQUESTED CHANGE (Please see Section V. Fee Schedule)**

A. TYPE: (Check appropriate type)

- Text Amendment       Future Land Use Map (FLUM) Amendment

B. SUMMARY OF REQUEST (Brief explanation):

The owner is requesting to change the future land use of this parcel from Multi- Family Residential to Commercial Future Land Use

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**III. PROPERTY SIZE AND LOCATION OF AFFECTED PROPERTY (for amendments affecting development potential of property)**

A. PROPERTY LOCATION:

1. Site Address: Unaddressed S. Parrott Avenue, Okeechobee, FL 34974

2. Property ID #(s): 2-21-37-35-0A00-00045-0000

B. PROPERTY INFORMATION (Note: Property area should be to the nearest tenth of an acre. For properties of less than one acre, area should be in square feet.)

1. Total Area of Property: 2.40 Acres

2. Total Area included in Request: 2.40 Acres

a. In each Future Land Use (FLU) Category: Commercial - 2.40Acres

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_

(4) \_\_\_\_\_

b. Total Uplands: 2.00 Acres

c. Total Wetlands: 0.40 Acres



Applicaton for Comprehensive Plan Amendment

3. Current Zoning: Residential Single Family - one
4. Current FLU Category: Multiple - Family Residential
5. Existing Land Use: Single Family Residential
6. Requested FLU Category: Commercial

**D. MAXIMUM DEVELOPMENT POTENTIAL OF THE SUBJECT PROPERTY**

Development Type	Existing FLU Category	Proposed FLU Category
Residential		
Density (DU/Acre)	10 DU/AC	
Number of Units	24	
Commercial (sq. ft.)		156,816 SF
Industrial (sq. ft.)		

**IV. AMENDMENT SUPPORT DOCUMENTATION**

At a minimum, the application shall include the following support data and analysis. These items are based on the submittal requirements of the State of Florida, Department of Community Affairs for a comprehensive plan amendment, and policies contained in the City of Okeechobee Comprehensive Plan. Staff will evaluate this request based on the support documentation provided by the applicant.

**A. GENERAL INFORMATION AND MAPS**

**Unless otherwise specified, the Applicant must provide the following materials for any proposed amendment that will affect the development potential of properties. If large maps are submitted, the Applicant may be required to provide 8.5" x 11" maps for inclusion in public hearing packets.**

1. Wording of any proposed text changes.
2. A map showing the boundaries of the subject property, surrounding street network, and Future Land Use designations of surrounding properties.
3. A map showing existing land uses (not designations) of the subject property and surrounding properties.
4. Written descriptions of the existing land uses and how the proposed Future Land Use designation is consistent with current uses and current Future Land Use designations.
5. Map showing existing zoning of the subject property and surrounding properties.
6. **Three (3) CERTIFIED BOUNDARY** surveys of the subject property (one no larger than 11x17; scale not less than one inch to 20 feet; North point) containing: date of survey, surveyor's name, address, and phone number; legal description of subject property pertaining to the application; computation of total acreage to nearest tenth of an acre; location sketch of subject property, and surrounding area within one-half mile radius.

For questions relating to this application packet, call the General Services Dept. at (863) 763-3372, Ext. 9824

7. A copy of the deed(s) for the property subject to the requested change.
8. An aerial map showing the subject property and surrounding properties.
9. If applicant is not the owner, a notarized letter from the owner of the property authorizing the applicant to represent the owner.

**B. PUBLIC FACILITIES IMPACTS**

**Note:** The applicant must calculate public facilities impacts based on a maximum development scenario.

1. Traffic Analysis
  - a. For Small Scale Amendments (SSA)
    - (1) The Applicant shall estimate of traffic volumes associated with the proposed change using the most recent edition of Trip Generation prepared by the Institute of Traffic Engineers and assuming maximum development potential of the property.
    - (2) If the proposed Future Land Use change will result in an increase of 100 or more peak hour vehicle trip ends in excess of that which would result under the current Future Land Use designation, the Applicant shall attach a Traffic Impact Study prepared by a professional transportation planner or transportation engineer
  - b. For Large Scale Amendments (LSA)

All LSAs shall be accompanied by a Traffic Impact Study prepared by a professional transportation planner or transportation engineer.
  - c. Traffic Impact Studies are intended to determine the effect of the proposed land use change on the city's roadway network and the city's ability to accommodate traffic associated with the proposed change over a ten-year planning period.
  - d. An inability to accommodate the necessary modifications within the financially feasible limits of the city's plan will be a basis for denial of the requested land use change;
2. Provide estimates of demand associated with maximum potential development of the subject property under the current and proposed Future Land Use designations for provision potable water, sanitary sewer, and recreation/open space as follows:
  - a. Potable Water and Sanitary Sewer demand based on:
    - (1) 114 gallons per person per day (gppd) for residential uses
    - (2) 0.15 gallons per day per square foot of floor area for nonresidential uses
  - b. Recreation, and Open Space demand for residential uses of 3 acres per thousand peak season population.

Applicaton for Comprehensive Plan Amendment

3. Provide a letter from the appropriate agency substantiating the adequacy of the existing and proposed facilities, to support development resulting from the proposed change, including:
  - a. Solid Waste;
  - b. Water and Sewer;
  - c. Schools.

In reference to above, the applicant should supply the responding agency with the information from Section's II and III for their evaluation, as well as estimates of maximum population and nonresidential square footage developable under the existing and proposed Future Land Use categories. The application should include the applicant's correspondence to the responding agency.

**C. ENVIRONMENTAL IMPACTS**

Proposed plan amendments shall be accompanied by evidence that the following studies either have been completed for another permitting agency or are not relevant to the property. There shall be inventories of:

1. Wetlands and aquifer recharge areas.
2. Soils posing severe limitations to development.
3. Unique habitat.
4. Endangered species of wildlife and plants.
5. Floodprone areas.

**D. INTERNAL CONSISTENCY WITH THE CITY OF OKEECHOBEE COMPREHENSIVE PLAN**

1. Discuss how the proposal affects established City of Okeechobee population projections.
2. List all goals and objectives of the City of Okeechobee Comprehensive Plan that are affected by the proposed amendment. This analysis should include an evaluation of all relevant policies under each goal and objective.
3. Describe how the proposal affects the County's Comprehensive Plan as it relates to adjacent unincorporated areas.
4. List State Policy Plan and Regional Policy Plan goals and policies that are relevant to this plan amendment.

Applicaton for Comprehensive Plan Amendment

**E. JUSTIFICATION OF PROPOSED AMENDMENT**

Justify the proposed amendment based upon sound planning principles. Be sure to support all conclusions made in this justification with adequate data and analysis.

**V. FEE SCHEDULE**

Large Scale Amendment (LSA)	\$4,000.00 plus \$30.00 per acre
Small Scale Amendment (SSA)	\$850.00 plus \$30.00 per acre
Text Amendment Flat Fee	\$2,000.00 each

**VI. AFFIDAVIT**

I, Anita Nunez, certify that I am the owner or authorized representative of the property described herein, and that all answers to the questions in this application and any sketches, data, or other supplementary matter attached to and made a part of this application, are honest and true to the best of my knowledge and belief. I also authorize the staff of the City of Okeechobee to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made through this application.

Anita Nunez  
Signature of Owner or Authorized Agent

5-2-2022  
Date

Anita Nunez  
Typed or Printed Name

STATE OF FLORIDA

COUNTY OF Okeechobee

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this day of May 2<sup>nd</sup>, 2022, by Anita Nunez, who  
(Name of Person)  
is personally known to me or produced \_\_\_\_\_ as identification.



Marilyn Kluegel  
Notary Public Signature

**Anita's Rental Properties, Inc.**

**City of Okeechobee Comp Plan Amendment Support Documentation**

**A. General Information and Maps**

**Unless otherwise specified, the Applicant must provide the following materials for any proposed amendment that will affect the development potential of properties. If large maps are submitted, the Applicant may be required to provide 8.5" x 11" maps for inclusion in public hearing packets.**

**1. Wording of any proposed text changes.**

None proposed.

**2. A map showing the boundaries of the subject property, surrounding street network, and Future Land Use designations of surrounding properties.**

Attached

**3. A map showing existing land uses (not designations) of the subject property and surrounding properties.**

Attached

**4. Written descriptions of the existing land uses and how the proposed Future Land Use designation is consistent with current uses and current Future Land Use designations.**

These parcels have a FLU of Multi-Family Residential, the parcel to the north is Commercial. The parcels directly north of this parcel is Commercial.

The proposed Future Land Use designation is consistent with the current major developed uses in the area and to the largest extent the surrounding parcels are Commercial. This change would be in compliance with the City's Commercial Corridor plan where they currently have designated the first two blocks along Highway 441 and SR 70 to be commercial.

**5. Map showing existing zoning of the subject property and surrounding properties.**

Attached

**6. Certified property boundary survey; date of survey; surveyor's name, address and phone number; and legal description(s) for the property subject to the requested change.**

Attached

7. **A copy of the deed(s) for the property subject to the requested change.**

Attached.

8. **An aerial map showing the subject property and surrounding properties.**

Attached.

9. **If applicant is not the owner, a notarized letter from the owner of the property authorizing the applicant to represent the owner.**

Applicant is owner

## **B. Public Facilities Impacts**

**Note:** The applicant must calculate public facilities impacts based on a maximum development scenario.

### **1. Traffic Analysis**

#### **a. For Small Scale Amendments (SSA)**

- (1) **The Applicant shall estimate of traffic volumes associated with the proposed change using the most recent edition of Trip Generation prepared by the Institute of Traffic Engineers and assuming maximum development potential of the property.**

Please see attached traffic study

- (2) **If the proposed Future Land Use change will result in an increase of 100 or more peak hour vehicle trip ends in excess of that which would result under the current Future Land Use Designation, the applicant shall attach a Traffic Impact Study Prepared by a professional transportation planner or transportation engineer.**

Please see the attached traffic study.

#### **b. For Large Scale Amendments (LSA)**

**All LSAs shall be accompanied by a Traffic Impact Study prepared by a professional transportation planner or transportation engineer.**

The traffic impact study is attached.

- c. **Traffic Impact Studies are intended to determine the effect of the proposed land use change on the city's roadway network and the city's ability to accommodate traffic associated with the proposed change over a ten-year planning period.**

Acknowledged.

- d. **An inability to accommodate the necessary modifications within the financially feasible limits of the city's plan will be a basis for denial of the requested land use change.**

Acknowledged.

- 2. **Provide estimates of demand associated with maximum potential development of the subject property under the current and proposed Future Land Use designations for provision potable water, sanitary sewer, and recreation/open space as follows:**

- a. **Potable water and Sanitary Sewer demand based on:**

- (1) **114 gallons per person per day (gppd) for residential uses**

**Assume 2.5 residents per household**

Current  $24 * 285 = 6,840$  gpd

Future  $= 0 * 285 = 0$  gpd

- (2) **0.15 gallons per day per square foot of floor area for nonresidential uses**

Current  $0 * 0.15 = 0$  gpd

Future  $156,816 * 0.15 = 23,522$  gpd

Current total = 6,840 gpd

Future total = 23,522 gpd

Increase of 16,682 gpm

- b. **Recreation, and Open Space demand for residential uses of 3 acres per thousand peak season population.**

The project is proposed commercial and does not have an open space demand.

- 3. **Provide a letter from the appropriate agency substantiating the adequacy of the existing and proposed facilities, to support development resulting from the proposed change, including:**

- a. **Solid Waste;**

Please see attached letter from Waste Management.

**b. Water and Sewer:**

I have attached a letter where the water and sewer demand will decrease with this project.

**c. Schools.**

This is a commercial request, so no school demand is required.

**C. Environmental Impacts**

**Proposed plan amendments shall be accompanied by evidence that the following studies have been completed for another permitting agency or are not relevant to the property.**

**There shall be inventories of:**

**1. Wetlands and aquifer recharge areas.**

Please see the attached wetland map from the US Fish and Wildlife Service. From this map, there appear to be no wetlands on the subject parcel, however, there have been 0.95 acres of wetlands identified previously by a biologist.

**2. Soils posing severe limitations to development**

The soil present onsite from the attached NRCS Websoil Survey, there are two soil types Immokalee Fine Sand, 0 to 2 percent slopes and Floridana, Riviera, and Placid soils, depressional. The soils present should cause no development limitations.

**3. Unique habitat.**

The parcel was previously developed as single family residence, but provides no unique habitat.

**4. Endangered species of wildlife and plants.**

Since everything around this parcel has been partially developed for many years and with all the development around it, it does not provide the conducive habitat for endangered species.

**5. Floodprone areas.**

According to the attached FEMA map 12093C0480C, the western portion of the subject parcels are within Zone X and shown as an area of minimal flooding,



however the western portion of the parcels are also within Zone X, but have the warning, "0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile."

**D. Internal Consistency with the City of Okeechobee Comprehensive Plan**

**1. Discuss how the proposal affects established City of Okeechobee population projections.**

This proposal is change the Future Land Use Designation from Multi-Family Residential to Commercial and will have no impact on the population projections.

**2. List all goals and objectives of the City of Okeechobee Comprehensive Plan that are affected by the proposed amendment. This analysis should include an evaluation of all relevant policies under each goal and objective.**

There is no effect to the Comprehensive Plan Amendment's Policies and Objectives from this request. The minimal decrease in density will not change the ability of the city or any other utilities to provide available water, sewer, or roads.

**3. Describe how the proposal affects the County's Comprehensive Plan as it relates to adjacent unincorporated areas.**

This project is a redeveloped of a developed parcel but will have very limited impact to the County's Comprehensive plan.

**4. List State Policy Plan and Regional Policy Plan goals and policies that are relevant to this plan amendment.**

Since the City's Comprehensive Plan has been found to be consistent with all state requirements, this application is also consistent with the State Policy Plan and Regional Policy Plan Goals. Since the major concern as stated in Chapter 163.006(5)(I) is to discourage Urban Sprawl, this application can hardly be classified as Urban Sprawl since it is simply undeveloped land inside the City Limits for development or infill, which is the preferred development pattern.

**E. Justification of Proposed Amendment**

**Justify the proposed amendment based upon sound planning principles. Be sure to support all conclusions made in this justification with adequate data and analysis.**

*Proposed Conditions*

For the proposed commercial Land Use designation, the maximum development is approximately 264,627 sf.

L 1.2.d.

Use	Measure	Rate	Gallons per Day
Multi-Family Residential (Existing)	24 Units @ 2.5 people per unit	114 gppd	6,840 gpd – water/sewer
Commercial (Proposed)	156,816 SF @ 0.15 gallons per day per sf	3,156 gppd	23,522 gpd – water/sewer
Net Impact			16,682 gpd – water/sewer

**Water and Wastewater Treatment Plants**

Based on the information obtained from Okeechobee Utility Authority, the permitted capacity of the surface water treatment plant is 5.0 mgd with the ground water treatment plant rated at 1.0 mgd. The wastewater treatment plant permitted capacity is currently 3.0 mgd.

There is ample capacity to serve this project since the proposed flow is reducing.

**Police**

The nearest City Police station is located at 50 SE 2nd Avenue. No additional Police stations are scheduled. The existing Police station should be able to maintain its level of service standard with the proposed amendment given that the project is immediately adjacent to an existing area already designated for commercial uses. Service availability from the Police Department will be determined by the local government review.

**Fire**

The nearest fire station is located at 501 NW 5<sup>th</sup> Street. No additional fire stations are scheduled. The existing fire station should be able to maintain its level of service standard with the proposed amendment given that the project is immediately adjacent to an existing area already designated for commercial uses. Service availability from the Fire Department will be determined by the local government review.

**Solid Waste**

Waste Management operates the regional solid waste landfill. Waste Management has previously indicated they have a 100 year capacity left in their facility.

**Stormwater Management**

The project is located in the City of Okeechobee and according to the attached FIRM panel 12093C0480C, this parcel is in Flood Zone X.

There are no wellfields within 1,000 feet of the parcel.

Potential adverse impacts to ground and surface waters will be minimized by implementation of appropriate erosion control measures during construction in accordance with the NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities. Erosion control measures that may be implemented include stabilization practices such as temporary seeding, permanent seeding, mulching, geotextiles, or sod stabilization; structural practices such as silt fences, earth dikes, diversions, swales, sediment traps, check dams, or storm drain inlet protection; and sediment basins.

Stormwater runoff quantity and quality are strictly regulated by the City and the SFWMD to ensure that pre-development drainage conditions are maintained. The proposed rate of discharge from the site will be less than or equal to the existing discharge rate from the site. The discharges off-site will be minimized by on-site detention within the stormwater management system. The drainage system will be owned, operated and maintained by the owner, who's past record of compliance has been shown to be a responsible property owner and should be acceptable to the City and the SFWMD. The Stormwater Management System will employ, wherever practical, a variety of Best Management Practices (BMP). The following are a list of potential BMP that could be integrated into the Water Management System during the final design and permitting stage:

- Oil and grease skimmers;
- Environmental swales;
- Minimize "short-circuiting" of pond flow patterns;
- Raised storm inlets in grassed swales;
- Utilize stormwater retention where feasible; and
- Street cleaning and general site maintenance.

### **Parks and Recreation**

This is a commercial request with no park requirement.

### **Hurricane Preparedness**

This project is located outside any project storm surge areas within the City of Okeechobee. The current Florida Building Code requires impact windows and doors, if the residents desire to remain in the units, but management will encourage them to leave.

### **Miscellaneous Data**

#### **Parcel Control Numbers Subject to this Application**

2-21-37-35-0A00-00045-0000

#### **Legal Description**

Please refer to the attached legal and sketches that comprise this application for future land use amendment.



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

## Detail by Entity Name

Florida Profit Corporation

**ANITA'S RENTAL PROPERTIES, INC.**

### Filing Information

**Document Number** P18000032145  
**FEI/EIN Number** 82-5059710  
**Date Filed** 04/02/2018  
**Effective Date** 04/16/2018  
**State** FL

**Status** **ACTIVE**

### Principal Address

701 NE 3RD ST  
 OKEECHOBEE, FL 34972

### Mailing Address

701 NE 3RD ST  
 OKEECHOBEE, FL 34972

### Registered Agent Name & Address

Nunez, Anita  
 701 NE 3rd St  
 Okeechobee, FL 34972

Name Changed: 04/24/2020

Address Changed: 04/24/2020

### Officer/Director Detail

#### **Name & Address**

Title P

NUNEZ, ANITA  
 2085 SE 4TH ST  
 OKEECHOBEE, FL 34972

### Annual Reports

Report Year	Filed Date
2020	04/24/2020
2021	04/27/2021

2022

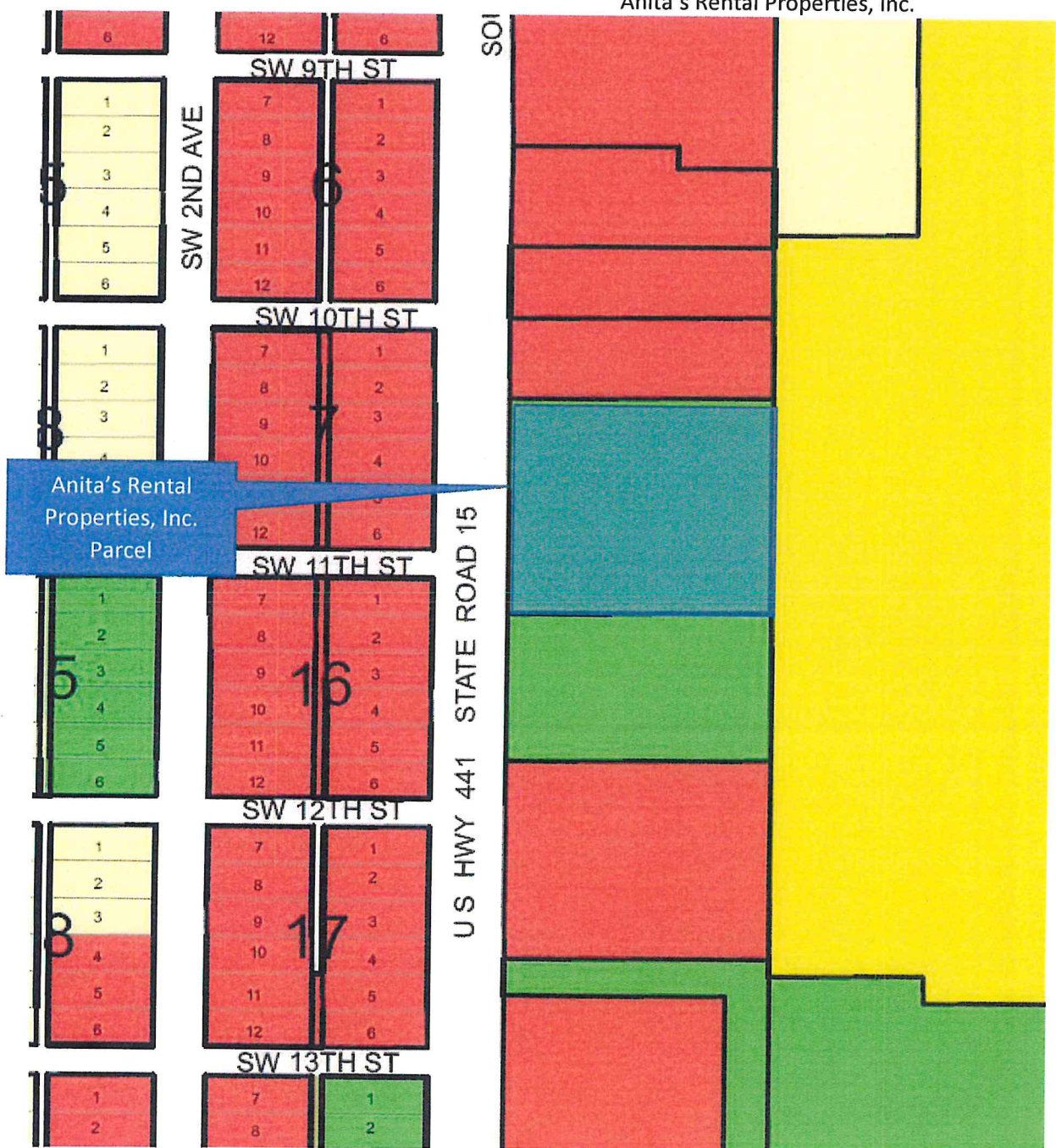
04/19/2022

**Document Images**

<a href="#">04/19/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/27/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/24/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/13/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/02/2018 -- Domestic Profit</a>	<a href="#">View image in PDF format</a>

A2

City of Okeechobee  
 Future Land Use Amendment Application  
 Future Land Use Exhibit  
 Anita's Rental Properties, Inc.



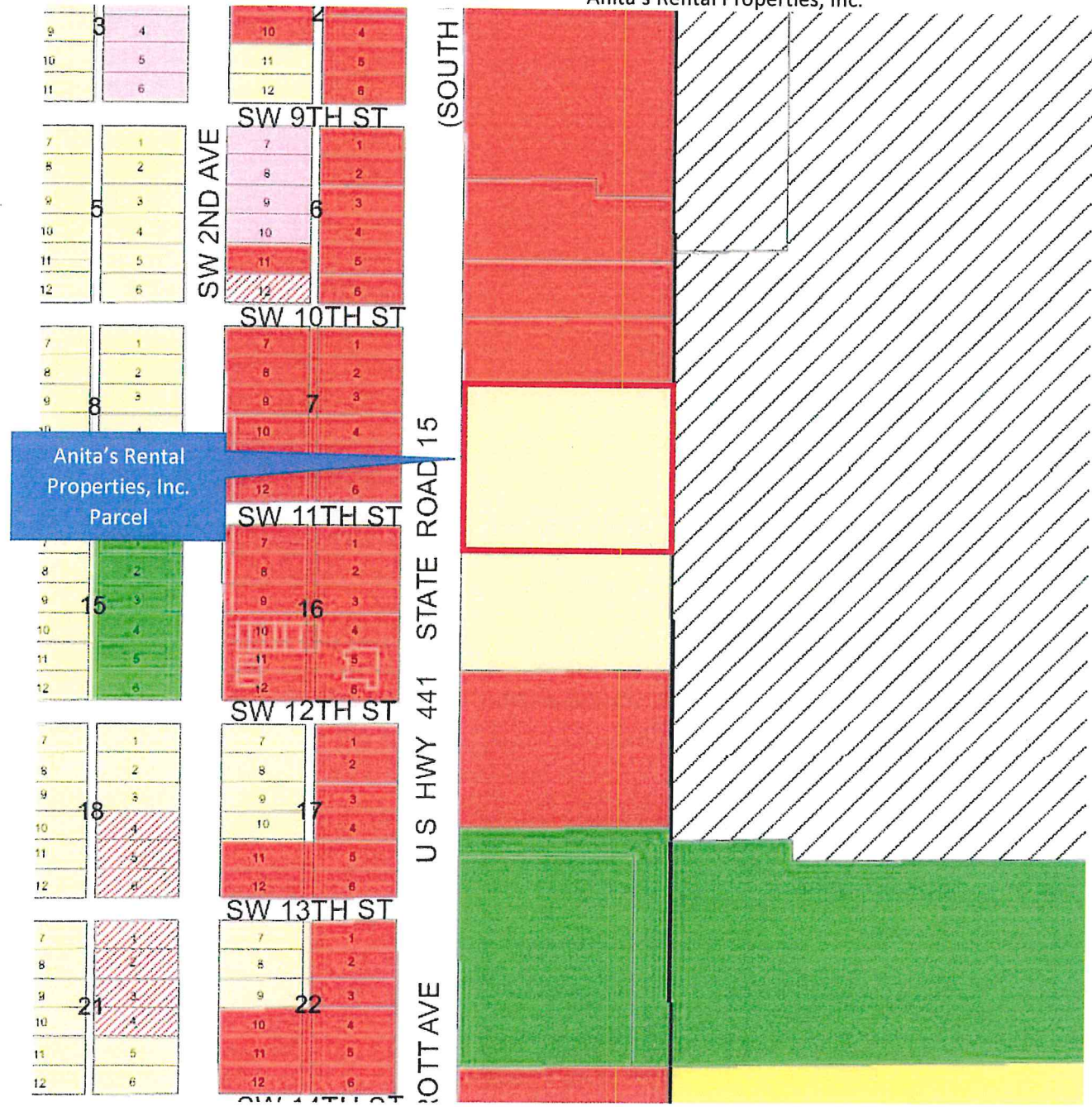
**LAND USE CLASSIFICATIONS**

- +--- RAILROAD CENTERLINE
- HOPKINS MEANDER LINE
- +--- RAILROAD CENTERLINE
- fl\_u\_boundary\_lines
- lot\_line
- fl\_u\_background\_parcel
- SINGLE - FAMILY RESIDENTIAL
- MIXED USE RESIDENTIAL
- MULTI - FAMILY RESIDENTIAL
- COMMERCIAL
- INDUSTRIAL
- PUBLIC FACILITIES

City of Okeechobee  
Future Land Use Amendment  
Land Use Exhibit  
Anita's Rental Properties, Inc.



City of Okeechobee  
 Future Land Use Amendment Application  
 Zoning Exhibit  
 Anita's Rental Properties, Inc.



## ZONING

- boundary\_lines
- HOPKINS MEANDER LINE
- RAILROAD CENTERLINE
- city\_zoning\_parcels\_background
- CENTRAL BUSINESS DISTRICT
- HEAVY COMMERCIAL
- LIGHT COMMERCIAL
- COMMERCIAL PROFESSIONAL OFFICE
- HOLDING
- INDUSTRIAL
- PUBLIC USE
- PLANNED UNIT DEVELOPMENT-MIXED USE
- PLANNED UNIT DEVELOPMENT-RESIDENTIAL
- RESIDENTIAL MULTIPLE FAMILY
- RESIDENTIAL MOBILE HOME
- RESIDENTIAL SINGLE FAMILY-ONE
- RESIDENTIAL SINGLE FAMILY-TWO



AL0

#22-004-SSA  
Subject  
Property

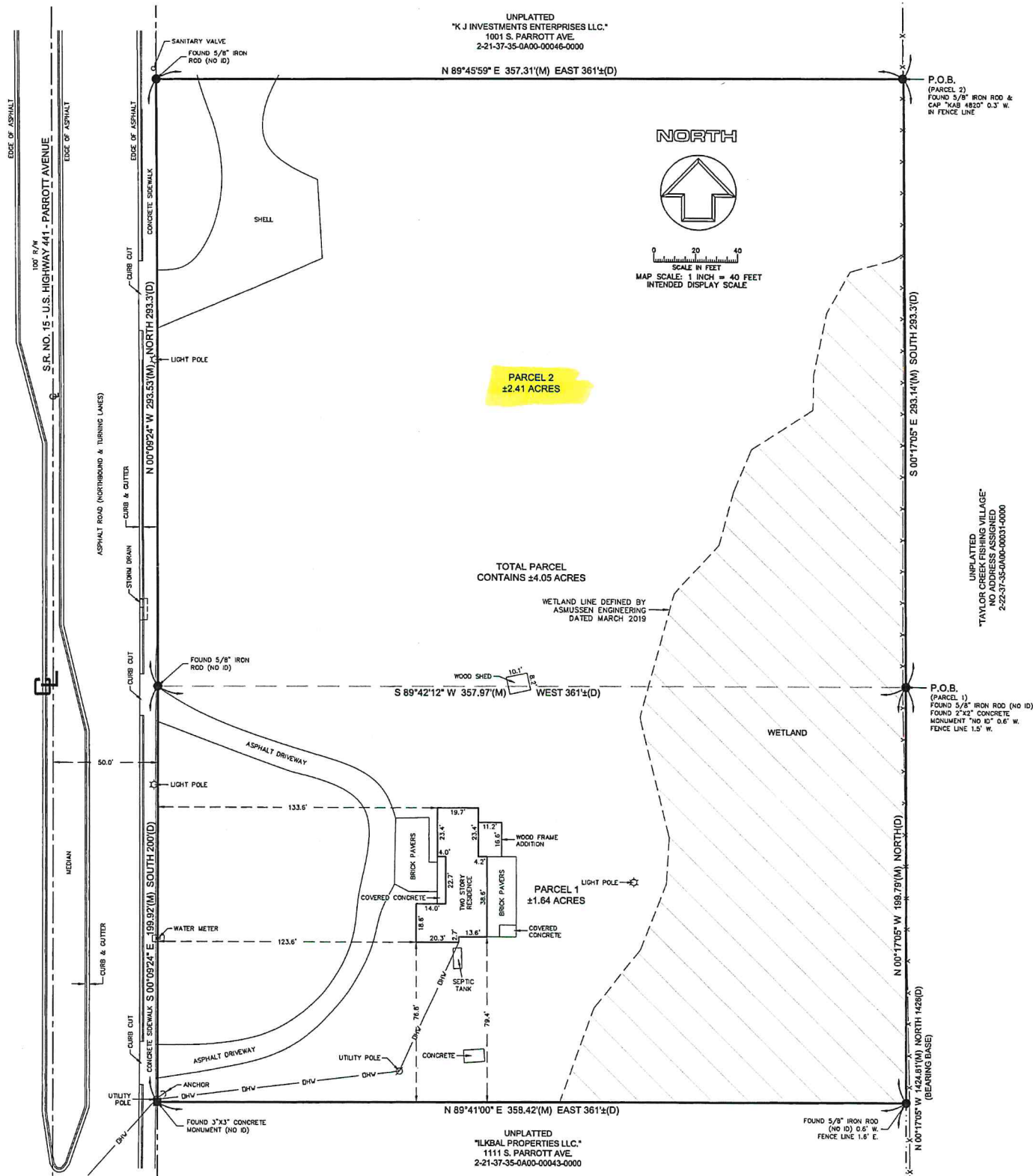
# BOUNDARY SURVEY PREPARED FOR ANITA'S RENTAL PROPERTIES, INC.

### DESCRIPTION:

**PARCEL 1:**  
BEGINNING AT THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 37 SOUTH, RANGE 35 EAST AND RUN NORTH ALONG SECTION LINE OF SAID SECTION 21, A DISTANCE OF 1426 FEET FOR POINT OF BEGINNING;  
FROM SAID POINT OF BEGINNING RUN WEST, ON A LINE PARALLEL TO THE SOUTH BOUNDARY OF SAID SECTION 21, 361 FEET, MORE OR LESS, TO THE EAST BOUNDARY OF PARROTT AVENUE; THENCE RUN SOUTH, ALONG EAST BOUNDARY LINE OF SAID PARROTT AVENUE, 200 FEET; THENCE RUN EAST ON A LINE PARALLEL WITH THE SOUTH BOUNDARY OF SAID SECTION 21, A DISTANCE OF 361 FEET, MORE OR LESS, TO THE EAST BOUNDARY OF SAID SECTION 21; THENCE RUN NORTH, ALONG EAST BOUNDARY OF SAID SECTION 21, TO THE POINT OF BEGINNING.  
SAID LAND LYING AND COMPRISING A PART OF SE 1/4 OF SE 1/4 AND GOVERNMENT LOT 4 OF SAID SECTION 21.

**PARCEL 2:**  
BEGINNING 921.5 FEET SOUTH OF NE CORNER OF SE 1/4 OF SECTION 21, TOWNSHIP 37 SOUTH, RANGE 35 EAST, AND RUN SOUTH 293.3 FEET ALONG SECTION LINE TO A POINT 1426 FEET NORTH FROM THE SE CORNER OF SAID SE 1/4 OF SAID SECTION 21; RUN THENCE WEST AT RIGHT ANGLES 361 FEET, MORE OR LESS, TO THE EAST BOUNDARY OF PARROTT AVENUE IN THE CITY OF OKEECHOBEE, RUN THENCE NORTH ALONG PARROTT AVENUE 293.3 FEET, RUN THENCE EAST AT RIGHT ANGLES 361 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, LYING IN AND COMPRISING A PART OF GOVERNMENT LOT 4, IN SECTION 21, TOWNSHIP 37 SOUTH, RANGE 35 EAST.

### LOCATION MAP (NOT TO SCALE)



### PROJECT SPECIFIC NOTES:

- UNLESS SHOWN OTHERWISE, ALL DIMENSIONS ARE DEED(D) AND MEASURED(M).
- SITE ADDRESS: 1105 S. PARROTT AVENUE.
- PARCEL ID: 2-21-37-35-0A00-00045-0000 & 2-21-37-35-0A00-00044-0000.**
- F.I.R.M. ZONE: "X", MAP NO. 12093C0480C, DATED 07/16/15.
- THIS SURVEY IS NOT INTENDED TO DEPICT JURISDICTIONAL AREAS OR OTHER AREAS OF LOCAL CONCERN.
- SURVEYOR WAS NOT PROVIDED WITH ANY TITLE INFORMATION FOR THIS PARCEL. SURVEYOR ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF EASEMENT DIMENSIONS SHOWN HEREON, THERE MAY BE OTHER EASEMENTS OR RESTRICTIONS THAT EFFECT THIS PARCEL.
- THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.
- 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.
- THE DESCRIPTION SHOWN HEREON WAS PROVIDED BY THE CLIENT OR THE CLIENT'S REPRESENTATIVE.
- BEARING REFERENCE: THE EAST LINE OF SECTION 21 IS TAKEN TO BEAR NORTH 00°17'05" WEST.
- DATE OF LAST FIELD SURVEY: 03/11/22.

### PROJECT SPECIFIC LEGEND:

ID = IDENTIFICATION

PREPARED FOR THE EXCLUSIVE USE OF:  
ANITA'S RENTAL PROPERTIES, INC.

TRADEWINDS SURVEYING GROUP, LLC.

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



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

**STANDARD NOTES:**

- No search of the public records for determination of ownership or restrictions affecting the lands shown was performed by the surveyor.
- The survey depicted here is prepared exclusively for the parties noted.
- No responsibility or liability is assumed by the surveyor for use by others not specifically named.
- No title is shown, and no warranty is made as to its accuracy.
- The survey is made to locate underground improvements and/or encroachments (if any) as part of this survey.
- No attempt was made to locate underground improvements and/or encroachments (if any) as part of this survey.
- This survey was prepared in accordance with and conforms to the standards of practice for professional surveyors and mappers as outlined in Chapter 5J-17, Florida Administrative Code.

**LEGEND**

- Set Iron Rod and Cap "1/2" 8360"
- Found Iron Rod (and Cap)
- Found Pipe (and Cap)
- Found Well
- Found Well

**ABBREVIATIONS**

- Centerline: C=Centerline; C=Calculated; CATV=Cable TV; C&G=C&G
- Baseline: BL=Baseline; C=Concrete; C=Centerline; C=Control; C=Control
- Boundary: B=Boundary; B=Concrete; B=Centerline; B=Control; B=Control
- Centerline: CL=Centerline; CL=Calculated; CL=Control; CL=Control
- Control: C=Control; C=Control; C=Control; C=Control
- Corner: Co=Corner; Co=Control; Co=Control; Co=Control
- Distance: D=Distance; D=Control; D=Control; D=Control
- Elevation: E=Elevation; E=Control; E=Control; E=Control
- Point: P=Point; P=Control; P=Control; P=Control
- Property: Pr=Property; Pr=Control; Pr=Control; Pr=Control
- Right of Way: R=Right of Way; R=Control; R=Control; R=Control
- Section: S=Section; S=Control; S=Control; S=Control
- Survey: Sv=Survey; Sv=Control; Sv=Control; Sv=Control
- Tolerance: T=Tolerance; T=Control; T=Control; T=Control
- Utility: U=Utility; U=Control; U=Control; U=Control
- Well: W=Well; W=Control; W=Control; W=Control
- Witness: Wi=Witness; Wi=Control; Wi=Control; Wi=Control

ADD PARCEL 1 & 2 ACREAGE BOUNDARY SURVEY	05/05/22	N/A	WC	JJR
	03/21/22	361/54	WC	JJR
		FB/PB	BT	CK
<b>DRAWING NUMBER:</b> <b>22-123</b>				
<b>SCALE: 1" = 40'</b>				
<b>SHEET 1 OF 1</b>				



Official Records File#2022001094 Page(s):5  
Jerald D Bryant, Clerk of the Circuit Court & Comptroller  
Okeechobee, FL Recorded 1/27/2022 8:47 AM  
Fees: RECORDING \$44.00 D DOCTAX PD \$0.00



Official Records File#20220000100 Page(s):3  
Jerald D Bryant, Clerk of the Circuit Court & Comptroller  
Okeechobee, FL Recorded 1/4/2022 9:22 AM  
Fees: RECORDING \$27.00 D DOCTAX PD \$4,413.50

**NOTE: THIS DEED IS BEING RE-RECORDED TO INCORPORATE THE PROOF OF AUTHORITY OF THE PERSON SIGNING, GRANTED BY RESOLUTION.**

This instrument prepared by:  
Nason, Yeager, Gerson, Harris & Fumero, P.A.  
Brian C. Hickey, Esquire  
3001 PGA Blvd., Suite 305  
Palm Beach Gardens, Florida 33410

Tax I.D. No. 2-21-37-35-0A00-00044-0000  
Tax I.D. No. 2-21-37-35-0A00-00045-0000

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 29<sup>th</sup> day of December, 2021, between The Community Foundation for Palm Beach and Martin Counties, Inc., a Florida not-for-profit corporation, for the benefit of The Altobello Family Donor Advised Fund, whose address is 700 S. Dixie Highway, Suite 200, West Palm Beach 33401, hereinafter referred to as "**Grantor**", and Anita's Rental Properties, Inc., a Florida corporation, whose address is 701 NE 3<sup>rd</sup> Street, Okeechobee, Florida 34972, hereinafter referred to as "**Grantee**".

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, in hand paid by Grantee, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, those certain lands situate, lying and being in the County of Okeechobee, State of Florida, more particularly described on **Exhibit A** attached hereto, together with all improvements thereon (collectively, the "**Property**").

SUBJECT TO the following permitted exceptions ("**Permitted Exceptions**"):

1. Taxes and assessments for the year 2022 and subsequent years, which are not yet due and payable; and
2. Conditions, restrictions, easements and reservations of record, if any, none of which are hereby reimposed.

TOGETHER with all the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the Property, and the reversion or reversions, remainder or remainders, rents, issues and profits of the Property.

AND Grantor hereby represents, warrants and covenants that Grantor has good right and lawful authority to sell and convey the Property and that Grantor will defend the title of said Property, subject to the Permitted Exceptions, against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

Grantor warrants that at the time of this conveyance, the Property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

The Community Foundation for Palm Beach and Martin Counties, Inc., a Florida not-for-profit corporation

By: Steven Erjavec  
Steven Erjavec, Chief Financial Officer

Nicholett S. Miskura  
Witness #1 Signature

Nicholette Miskura  
Witness #1 Print Name

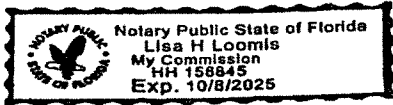
Bonnie Mitchell  
Witness #2 Signature

Bonnie Mitchell  
Witness #2 Print Name

(SEAL)

STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) SS:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this December 27, 2021 by STEVEN ERJAVEC President CFO of The Community Foundation for Palm Beach and Martin Counties, Inc., a Florida not-for-profit corporation, on its behalf, who is personally known to me or who has produced a Driver's License as identification.



Lisa H. Loomis  
Notary Signature  
LISA H. LOOMIS

Print Notary Name  
NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires: 10/08/2025

**EXHIBIT A  
LEGAL DESCRIPTION**

PARCEL 1:

Beginning at the Southeast corner of Section 21, Township 37 South, Range 35 East and run North along Section line of said Section 21, a distance of 1426 feet for a POINT OF BEGINNING;

From said point of beginning run West, on a line parallel to the South boundary of said Section 21, 361 feet, more or less, to the East boundary of Parrott Avenue; thence run South, along East boundary line of said Parrott Avenue, 200 feet; thence run East on a line parallel with the South boundary of said Section 21, a distance of 361 feet, more or less, to the East Boundary of said Section 21; thence run North, along East boundary of said Section 21, to the POINT OF BEGINNING.

Said land lying and comprising a part of SE 1/4 of SE 1/4 and Government Lot 4 of said Section 21.

PARCEL 2:

Beginning 921.5 feet South of NE Corner of SE 1/4 of Section 21, Township 37 South, Range 35 East, and run South 293.3 feet along Section line to a point 1426 feet North from the SE Corner of said SE 1/4 of said Section 21; run thence West at right angles 361 feet, more or less, to the East boundary of Parrott Avenue in the City of Okeechobee; run thence North along Parrott Avenue 293.3 feet; run thence East at right angles 361 feet, more or less, to the point of beginning.

Lying in and comprising a part of Government Lot 4, in Section 21, Township 37 South, Range 35 East.

Subject Property  
#22-004-SSA

COPY

DocuSign Envelope ID: 5FFCF807-82E3-45B8-A7E2-50D6A29D7642

**CERTIFICATE OF CORPORATE RESOLUTION**

I HEREBY CERTIFY that I am the duly elected and qualified Secretary of the **COMMUNITY FOUNDATION FOR PALM BEACH AND MARTIN COUNTIES, INC.**, a Florida not-for-profit corporation, and that the following resolutions were duly adopted in accordance with the Articles of Incorporation and Bylaws of the Corporation on November 19, 2021.

**WHEREAS:** The Community Foundation for Palm Beach and Martin Counties (the "Foundation") owns two lots in Okeechobee, Florida described in Exhibit A (the "Property").

**WHEREAS:** A contracted offer of \$630,500 all cash, no contingencies, closing within five business days from buyer's receipt and approval of title commitment has been received from Anita's Enterprises, Inc.

**RESOLVED:** The Foundation is authorized to sell the Property under the terms and conditions as stated above.

**RESOLVED:** [Steven Erjavec, Chief Financial Officer] of the Foundation, is hereby authorized, empowered, and directed to execute and deliver, on behalf of the Foundation, any and all agreements, documents, certificates or instruments, including but not limited to a sales contract and all other agreements otherwise deemed necessary or appropriate to accomplish the approved sale of the Property.

IN WITNESS WHEREOF, I have hereunto affixed my name as Secretary, and have caused the corporate seal to be hereunto affixed, this 19th day of November 2021.

**COMMUNITY FOUNDATION FOR PALM BEACH AND MARTIN COUNTIES, INC.** a Florida not-for-profit corporation.

(CORPORATE SEAL)

DocuSigned by:  
*Christina M. Macfarland*  
8770322B198C40C...  
By: \_\_\_\_\_  
Christina M. Macfarland, Secretary

DocuSign Envelope ID: 5FFCF807-82E3-45B8-A7E2-50D6A29D7642

**EXHIBIT A**  
**Property**

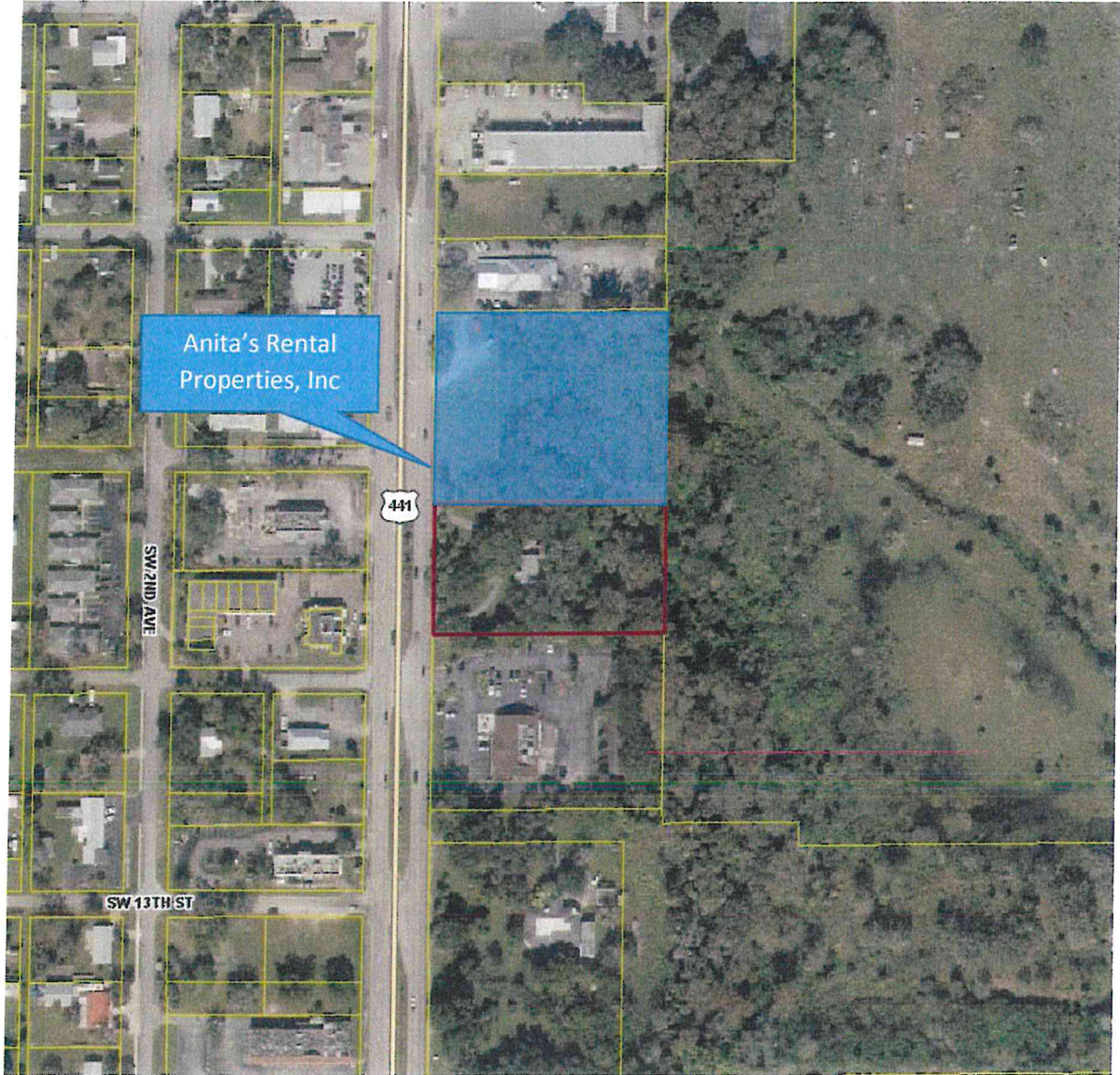
BEGINNING AT THE SOUTHEAST CORNER OF SECTION 2 1, TOWNSHIP 37 SOUTH RANGE 35 EAST, AND RUN NORTH ALONG SECTION LINE OF SA ID SECTION 2 1, A DISTANCE OF 1426 FEET FOR A POINT OF BEGINNING; FROM SA ID POINT OF BEGINNING RUN WEST, ON A LINE PARALLEL WITH THE SOUTH BOUNDARY OF SAID SECTION 2 1, 361 FEET, MORE OR LESS TO THE EAST BOUNDARY OF PARROTT AVENUE; THENCE RUN SOUTH ALONG EAST BOUNDARY LINE OF SA ID PARROTT AVENUE, 200 FEET; THENCE RUN EAST ON A LINE PARALLEL WITH THE SOUTH BOUNDARY OF SA ID SECTION 2 1, A DISTANCE OF 36 1 FEET, MORE OR LESS, TO THE EAST BOUNDARY OF SAID SECTION 2 1; THENCE RUN NORTH, ALONG EAST BOUNDARY OF SA ID SECTION 2 1, TO THE POINT OF BEGINNING. SA ID LAND LYING IN AND COMPRISING A PART OF THESE 1/4 OF SE 1/4 AND GOVERNMENT LOT 4 IN SECTION 21, TOWNSHIP 37 SOUTH, RANGE 35 EAST.

and

BEGINNING 921.5 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 37 SOUTH, RANGE 35 EAST, AND RUN SOUTH 293.3 FEET ALONG SECTION LINE TO A POINT 1426 FEET NORTH FROM THE SE CORNER OF SAID SE CORNER OF SAID SE 1/4 OF SAID SECTION 21; RUN THENCE WEST AT RIGHT ANGLES 361 FEET, MORE OR LESS, TO THE EAST BOUNDARY OF PARROTT AVENUE IN THE CITY OF OKEECHOBEE, RUN THENCE NORTH ALONG PARROTT AVENUE 293.3 FEET RUN THENCE EAST AT RIGHT ANGLES 361 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. LYING IN AND COMPRISING A PART OF GOVERNMENT LOT 4, IN SECTION 21, TOWNSHIP 37 SOUTH, RANGE 35 EAST.

Subject Property  
#22-004-SSA

City of Okeechobee  
Future Land Use Amendment  
Aerial Exhibit  
Anita's Rental Properties, Inc.



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 April 1, 2022 and the Assertions made to me by members of that Office that the information reviewed constitutes the most recent information available to that office. I therefore attest to this 2<sup>nd</sup> day of May, 2022.

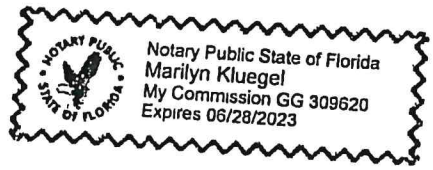
Anita Nunez  
Signature of Applicant

5-2-2022  
Date

Anita Nunez  
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 2<sup>nd</sup> day of May, 2022, by Anita Nunez, who is personally known to me or produced \_\_\_\_\_ as identification.



Marilyn Kluegel  
Notary Public Signature



PARCEL NUMBER	OWNER	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP
2-21-37-35-0A00-00043-0000	ILKBAL PROPERTIES LLC	C/O YUSUF ILKBAL	1111 S PARROTT AVE	OKEECHOBEE	FL	34974
2-21-37-35-0A00-00046-0000	K J INVESTMENTS ENTERPRISES LL	5461 NE 56TH PKWY		OKEECHOBEE	FL	34972
2-21-37-35-0A00-00046-A000	RISSANEN GWENDOLYN E	2485 HOPEWELL RD		MILTON	GA	30004-2808
2-21-37-35-0A00-00047-0000	KEMP PROPERTIES OF OKEECHOBEE	1508 NE 39TH BLVD		OKEECHOBEE	FL	34972
2-22-37-35-0A00-00031-0000	TAYLOR CREEK FISHING VILLAGE	1411 SW 5TH AVE		OKEECHOBEE	FL	34974-5017
2-22-37-35-0A00-00032-0000	ARC HR5STP3002 LLC	38 WASHINGTON SQ		NEW PORT	RI	02840
2-22-37-35-0A00-00033-0000	STABILITY PROPERTY MANAGEMENT	1411 SW 5TH AVE		OKEECHOBEE	FL	34974
3-21-37-35-0040-00060-0030	STRAAT CAR WASH PROPERTY LLC	120 SW 8TH STREET		MIAMI	FL	33130
3-21-37-35-0040-00060-0060	DECARLO FRANK	405 SW 2ND STREET		OKEECHOBEE	FL	34974
3-21-37-35-0040-00060-0120	MITCHELL GIANINNA A	1105 SW 4TH ST		OKEECHOBEE	FL	34974
3-21-37-35-0040-00070-0010	PACIFIC CREEK LLC	2025 MIMOSA AVE		FORT PIERCE	FL	34949-3330
3-21-37-35-0040-00070-0040	1012 PARROTT LLC	2336 SE OCEAN BLVD #333		STUART	FL	34996-3310
3-21-37-35-0040-00070-0070	GARCIA NAHUM H	115 SW 10TH ST		OKEECHOBEE	FL	34974
3-21-37-35-0040-00160-0010	AZTECA 1100 INVESTMENT LLC	C/O JESUS & YOLANDA LUNA	8890 NE 12TH LN	OKEECHOBEE	FL	34974-8148
3-21-37-35-0040-00170-0010	HAZELLIEF DAVID E	1200 SOUTH PARROTT AVENUE		OKEECHOBEE	FL	34974
3-21-37-35-0040-00170-0030	1208SPARROTTAVE LLC	C/O SONIA DI CHIARA	9993 ROBINS NEST RD	BOCA RATON	FL	33496-2103
3-21-37-35-0040-00170-0070	CURREN KENNETH YOUNG	1201 SW 2ND AVE		OKEECHOBEE	FL	34974-5221
3-21-37-35-004A-00000-0010	BRYAN FAMILY COMMERCIAL	6300 SE 128TH AVE		OKEECHOBEE	FL	34974
3-21-37-35-004A-00000-0020	BRYAN FAMILY COMMERCIAL	6300 SE 128TH AVE		OKEECHOBEE	FL	34974
3-21-37-35-004A-00000-0030	BRYAN FAMILY COMMERCIAL	6300 SE 128TH AVE		OKEECHOBEE	FL	34974
3-21-37-35-004A-00000-00C0	BRYAN FAMILY COMMERCIAL	6300 SE 128TH AVE		OKEECHOBEE	FL	34974
3-21-37-35-004A-00000-0100	BRYAN FAMILY COMMERCIAL	6300 SE 128TH AVE		OKEECHOBEE	FL	34974



SE 2ND AVE

SE 8TH ST

US HWY 441 S

SUBJECT PARCELS

100 FT BUFFER

SE 8TH AVE

SE RIVERBEND MHP

*Future Land Use Amendment*

*Traffic Analysis*

Anita's Rentals  
City of Okeechobee, FL

*Prepared for:*  
Steven L. Dobbs Engineering, LLC  
Okeechobee, Florida 34972

*Prepared by:*

  
Engineering & Planning, Inc.

1172 SW 30<sup>th</sup> Street, Suite 500  
Palm City, FL 34990  
(772) 286-8030



Digitally  
signed by  
Shaun  
MacKenzie  
Date:  
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## ***EXECUTIVE SUMMARY***

MacKenzie Engineering and Planning, Inc. (MEP) was retained to evaluate the changes in the Future Land Use for the development located at the northeast corner of US 441 & SW 11<sup>th</sup> Street, City of Okeechobee, FL (PCN: 2-21-37-35-0A00-00045-0000). The future land use (FLU) amendment traffic analysis will examine the impacts of changing 2.40 acres of Multi Family to Commercial land use. The applicant proposes to change the future land use on 2.40 acres of Multi Family to Commercial.

### ***Future Land Use – Maximum Net Increase in External Trips***

The future land use amendment trip generation resulting change is 6,841 daily, 130 AM peak hour (92 in/38 out), and 523 PM peak hour (246 in/277 out) trips.

The project satisfies the Public Facilities Impacts Small Scale Amendment within the City of Okeechobee's Comprehensive Plan.

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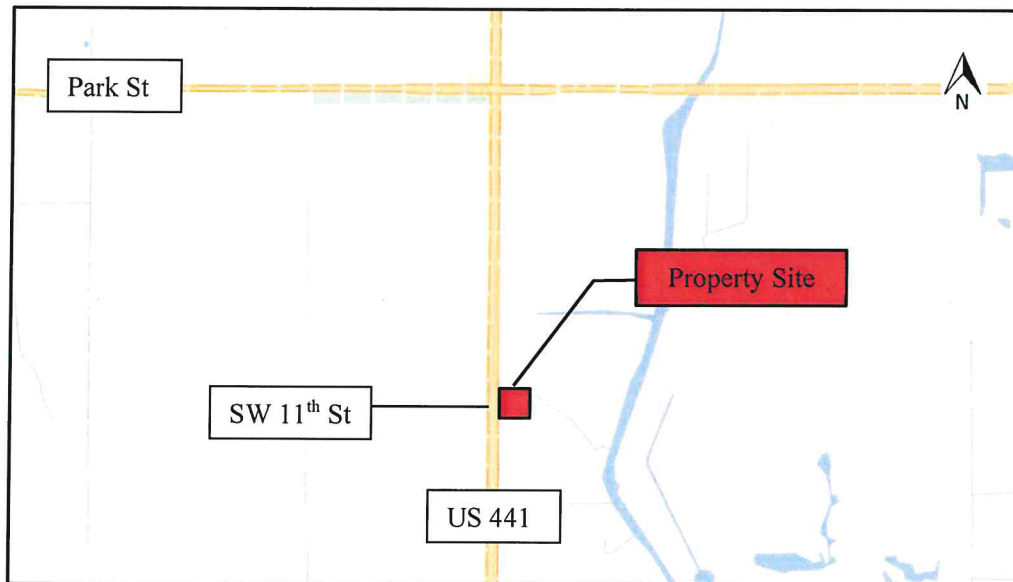
## **INTRODUCTION**

A future land use amendment is proposed on 2.40 acres located at the northeast corner of US 441 & SW 11<sup>th</sup> Street, City of Okeechobee, FL (PCN: 2-21-37-35-0A00-00045-0000). The future land use (FLU) amendment traffic analysis will examine the impacts of changing 2.40 acres of Multi Family to Commercial land use. The proceeding analysis will examine the ability of the existing roadway network to accommodate the increased demand and the future roadway network to accommodate the increased demand.

Table 1. Future Land Use Change

Parcel	Size	Unit	Existing FLU	Proposed FLU
2-21-37-35-0A00-00045-0000	2.40	Acres	Multi Family (Low-Rise)	Commercial

Figure 1. Site Location Map



## **CURRENT DATA**

The information contained below was used to develop the foregoing future land use traffic analysis.

- *Trip Generation, 11<sup>th</sup> Edition* (ITE report)
- Comprehensive Plan

## ***FUTURE LAND USE CHANGE ANALYSIS***

### ***Trip Generation***

The study uses trip generation rates for Multifamily (ITE Land Use 220 – Multifamily Housing (Low-Rise)) and Commercial (ITE Land Use 820 - Shopping Center (>150k)) published in the Institute of Transportation Engineers' (ITE) report, *Trip Generation (11th Edition)*.

#### ***Existing Future Land Use***

The existing future land use uses the most intense reasonable maximum development scenario. This scenario uses Multi-Family (Low-Rise) use at a maximum density of 10 dwelling units (DU) per acre. Therefore, based on the 2.40 acre land use change, the maximum intensity with respect to traffic is 24 DU.

- 24 DU Multi-Family (Low-Rise) (ITE Land Use 210) (2.40 x 10 DU/Acre)

The existing FLU is expected to generate the following net external and driveway trips:

- 229 daily, 30 AM peak hour (7 in/23 out), and 31 PM peak hour (20 in/11 out) trips.

#### ***Proposed Future Land Use***

The proposed future land uses the most intense reasonable maximum development scenario based on the existing land development regulations. This scenario uses multi-floor shopping center use and results in an estimated floor to area ratio of 1.5 based on the maximum coverage ratio 50% and three story maximum building height. Therefore, based on the 2.40 acres use change the maximum expected intensity with respect to traffic is 156,816 square feet.

- 156,816 SF Commercial (ITE Land Use 820) (2.40 x 43,560 x 3.00 Floors x 50%)

The proposed FLU is expected to generate the following net external trips:

- 7,040 daily, 160 AM peak hour (99 in/61 out), and 554 PM peak hour (266 in/288 out) trips.

***Net Impact***

The difference between the maximum trip generation potential of the existing future land use and the proposed future land use was examined to determine the maximum (worst case/conservative) impact to the existing and future roadway network. Table 2 displays the resulting trip generation.

The resulting net external trips change is:

- 6,841 daily, 130 AM peak hour (92 in/38 out), and 523 PM peak hour (246 in/277 out) trips.

Table 2. Future Land Use Trip Generation

Land Use	Intensity		Daily Trips	AM Peak Hour			PM Peak Hour		
				Total	In	Out	Total	In	Out
<b>Existing FLU Traffic</b>									
Multi-family Housing (Low-rise)	24	DU	229	30	7	23	31	20	11
<b>Proposed FLU Traffic</b>									
Shopping Center (>150k)	156.816	1000 SF	9,958	226	140	86	780	374	406
<b>Pass-Bv Traffic</b>									
Shopping Center (>150k)	29.0%		2,888	66	41	25	226	108	118
<b>NET PROPOSED TRIPS</b>			<b>7,070</b>	<b>160</b>	<b>99</b>	<b>61</b>	<b>554</b>	<b>266</b>	<b>288</b>
<b>Total Proposed Driveway Volumes</b>			<b>9,958</b>	<b>226</b>	<b>140</b>	<b>86</b>	<b>780</b>	<b>374</b>	<b>406</b>
<b>NET CHANGE IN TRIPS (FOR THE PURPOSES OF FUTURE LAND USE AMENDMENT)</b>			<b>6,841</b>	<b>130</b>	<b>92</b>	<b>38</b>	<b>523</b>	<b>246</b>	<b>277</b>
Note: Trip generation was calculated using the following data:									
Land Use	ITE Code	Unit	Daily Rate	Pass-by Rate	AM Peak Hour		PM Peak Hour		
					in/out	Rate	in/out	Equation	
Shopping Center (>150k)	820	1000 SF	$T = 26.11(X) + 5863.73$	29%	62/38	$T = 0.59(X) + 133.55$	48/52	$\ln(T) = 0.72 \ln(X) + 3.02$	
Multi-family Housing (Low-rise)	220	DU	$T = 6.41(X) + 75.31$	0%	24/76	$T = 0.31(X) + 22.85$	63/37	$T = 0.43(X) + 20.55$	

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**Internal Capture**

Internal capture is 0.

**Pass-by Trip Capture**

The proposed pass-by capture is in accordance with ITE's report, *Trip Generation Manual* (11th Edition) as shown in Exhibit 1.



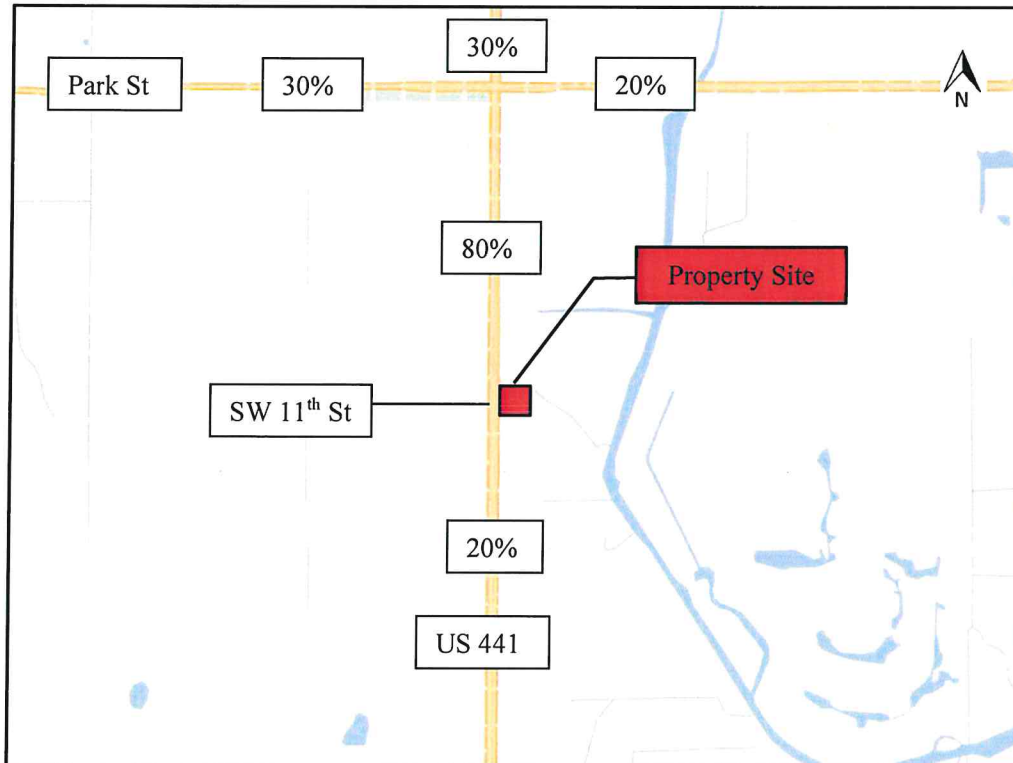
## ***TRAFFIC DISTRIBUTION AND ASSIGNMENT***

Traffic distribution and assignment was determined using engineering judgment, trip lengths based on the uses and from a review of the roadway network. The project assignment is illustrated in Figure 2. The overall distribution is summarized by general directions and is depicted below:

NORTH - 80 percent

SOUTH - 20 percent

**Figure 2. Traffic Assignment**



## ROADWAY ANALYSIS

### Historical Growth

Historic growth rates were determined based on FDOT Traffic Online data as shown in Table 3. The historic annual growth on the surrounding facilities between 2016 and 2020 is -2.4%. A minimum growth rate of 2% will be used to provide a conservative analysis, provided that calculations show less than 2% growth. Data

Table 3. Growth Rate Calculation

Road Name	Segment	2016	2017	2018	2019	2020	Annual Absolute Growth	Growth Rate
US 441	S of SR 70	30,000	29,000	27,500	27,500	25,000	-1,150	-4.6%
	N of SR 70	25,000	25,000	24,000	23,500	21,000	-950	-4.5%
SR 70	E of US 441	25,500	26,500	25,500	26,000	25,000	-150	-0.6%
	W of US441	20,000	21,500	20,500	21,500	20,300	60	0.3%
Weighted Average								-2.4%
<b>Growth Rate Used</b>								<b>2.0%</b>

### Roadway Analysis

Existing traffic volumes were obtained from FDOT traffic count stations. The counts were adjusted to peak season conditions using FDOT's peak season adjustment factors. The total volumes were developed by adding background traffic volume plus future land use (FLU) trips. The level of service capacity is based on Florida Department of Transportation's Quality/Level of Service Handbook. Based on comprehensive plan, the LOS of Principal Arterial is C. The projected total traffic volumes were compared to the service volume on each respective roadway segment to determine if each roadway segment is projected to operate acceptably. Based on the analysis, all roadway segments are projected to operate acceptably in 2027 with the proposed development as shown in Table 4.

Table 4. Peak Hour One-Way Roadway Analysis

Roadway From	To	Number of Lanes	LOS 'C' Capacity	Percent Assignment	FLU Trips		2020 Existing Peak Hour		Peak Season Factor	2027 Background Traffic Volume		Total Traffic Volume		Meets Standard?		
					NB/EB	SB/WB	NB/EB	SB/WB		NB/EB	SB/WB	NB/EB	SB/WB			
SR 70	US 98	US 441	4LD	1,910	30%	80	86	710	884	1.16	946	1,178	1,026	1,264	Yes	Yes
	US 441	SR 710	4LD	1,910	20%	58	53	970	979	1.16	1,293	1,304	1,351	1,357	Yes	Yes
US 441	28th St	Property	4LD	1,910	20%	53	58	943	947	1.16	1,257	1,262	1,310	1,320	Yes	Yes
	Property	SR 70	4LD	1,910	80%	230	213	943	947	1.16	1,257	1,262	1,487	1,475	Yes	Yes
	SR 70	4th St	4LD	1,910	30%	86	80	719	919	1.16	958	1,225	1,044	1,305	Yes	Yes

## **CONCLUSION**

MacKenzie Engineering and Planning, Inc. (MEP) was retained to evaluate the changes in the Future Land Use for the development located at the northeast corner of US 441 & SW 11<sup>th</sup> Street, City of Okeechobee, FL (PCN: 2-21-37-35-0A00-00045-0000). The future land use (FLU) amendment traffic analysis will examine the impacts of changing 2.40 acres of Multi Family to Commercial land use. The applicant proposes to change the future land use on 2.40 acres of Multi Family to Commercial.

### **Future Land Use – Maximum Net Increase in External Trips**

The future land use amendment trip generation resulting change is 6,841 daily, 130 AM peak hour (92 in/38 out), and 523 PM peak hour (246 in/277 out) trips.

The project satisfies the Public Facilities Impacts Small Scale Amendment within the City of Okeechobee's Comprehensive Plan.

## ***APPENDICES***

County: 91  
 Station: 0009  
 Description: SR 15/US 441, NORTH OF SR 70  
 Start Date: 08/19/2020  
 Start Time: 1200

Time	Direction: N					Direction: S					Combined	
	1st	2nd	3rd	4th	Total	1st	2nd	3rd	4th	Total	Total	
0000	19	18	11	18	66	11	8	7	13	39	105	
0100	16	8	12	6	42	12	5	9	17	43	85	
0200	14	7	6	10	37	5	6	8	10	29	66	
0300	5	7	4	11	27	12	9	10	6	37	64	
0400	17	19	14	35	85	18	9	27	36	90	175	
0500	28	47	60	61	196	27	49	43	85	204	400	
0600	88	93	166	209	556	95	85	104	173	457	1013	
0700	143	131	175	245	694	167	163	185	196	711	1405	
0800	182	158	173	154	667	183	166	156	192	697	1364	
0900	148	124	139	139	550	143	144	159	162	608	1158	
1000	161	134	131	142	568	137	148	164	164	613	1181	
1100	120	162	150	184	616	164	160	184	206	714	1330	
1200	166	153	167	159	645	231	192	166	164	753	1398	
1300	173	178	158	210	719	158	172	178	170	678	1397	
1400	166	182	150	155	653	155	275	184	163	777	1430	
1500	172	175	184	150	681	191	216	197	235	839	1520	
1600	159	134	175	163	631	242	202	194	213	851	1482	
1700	190	191	163	167	711	267	245	199	154	865	1576	
1800	164	143	127	146	580	133	190	135	124	582	1162	
1900	113	99	92	85	389	112	122	77	79	390	779	
2000	74	83	68	71	296	86	98	62	58	304	600	
2100	59	56	52	48	215	44	50	51	53	198	413	
2200	56	36	43	18	153	40	30	24	21	115	268	
2300	21	26	19	12	78	20	24	16	15	75	153	
24-Hour Totals:	9855					10669					20524	

Peak Volume Information

	Direction: N		Direction: S		Combined Directions	
	Hour	Volume	Hour	Volume	Hour	Volume
A.M.	730	760	730	730	730	1490
P.M.	1300	719	1645	924	1630	1638
Daily	730	760	1645	924	1630	1638

Truck Percentage 13.20                      12.91                      13.05

Classification Summary Database

Dir	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TotTrk	TotVol
N	21	5464	3069	63	479	112	6	236	386	15	1	1	2	0	0	1301	9855
S	29	5897	3366	42	528	78	18	255	415	37	1	1	2	0	0	1377	10669

County: 91  
 Station: 0019  
 Description: SR 70/700/US 98, WEST OF SR 15/US 441  
 Start Date: 08/19/2020  
 Start Time: 1200

Time	Direction: E					Direction: W					Combined	
	1st	2nd	3rd	4th	Total	1st	2nd	3rd	4th	Total	Total	
0000	12	14	9	9	44	18	12	10	12	52	96	
0100	11	7	1	8	27	9	10	11	6	36	63	
0200	7	7	5	11	30	6	7	15	6	34	64	
0300	12	9	14	9	44	6	7	6	5	24	68	
0400	16	24	38	41	119	10	12	18	22	62	181	
0500	43	73	93	103	312	8	35	40	51	134	446	
0600	141	107	134	154	536	57	50	99	83	289	825	
0700	112	137	174	191	614	114	105	134	170	523	1137	
0800	173	146	153	143	615	141	106	132	155	534	1149	
0900	145	116	131	131	523	123	116	111	166	516	1039	
1000	134	143	149	125	551	133	123	151	169	576	1127	
1100	121	122	143	166	552	178	155	163	181	677	1229	
1200	182	144	155	160	641	178	182	134	182	676	1317	
1300	161	185	156	160	662	180	200	183	164	727	1389	
1400	154	158	176	148	636	164	186	166	160	676	1312	
1500	160	166	176	148	650	181	216	165	198	760	1410	
1600	168	157	155	170	650	188	202	210	202	802	1452	
1700	193	163	183	171	710	242	215	209	218	884	1594	
1800	132	145	135	97	509	176	202	136	154	668	1177	
1900	94	86	90	75	345	129	112	116	97	454	799	
2000	89	91	81	67	328	100	98	94	75	367	695	
2100	36	57	39	32	164	79	66	45	45	235	399	
2200	40	41	25	21	127	51	37	39	27	154	281	
2300	19	23	19	13	74	24	24	17	20	85	159	
24-Hour Totals:	9463					9945					19408	

Peak Volume Information

	Direction: E		Direction: W		Combined Directions	
	Hour	Volume	Hour	Volume	Hour	Volume
A.M.	730	684	730	551	730	1235
P.M.	1700	710	1700	884	1700	1594
Daily	1700	710	1700	884	1700	1594

Truck Percentage 14.11                      13.87                      13.98

Classification Summary Database

Dir	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TotTrk	TotVol
E	21	5034	3073	18	537	58	13	335	355	18	0	0	1	0	0	1335	9463
W	31	5290	3245	21	562	58	3	326	387	19	0	0	3	0	0	1379	9945

County: 91  
 Station: 0103  
 Description: SR 15/700, US 98/441 SOUTH OF SR 70  
 Start Date: 08/19/2020  
 Start Time: 1200

Time	Direction: N					Direction: S					Combined	
	1st	2nd	3rd	4th	Total	1st	2nd	3rd	4th	Total	Total	
0000	14	12	6	12	44	7	7	9	7	30	74	
0100	8	9	8	4	29	6	1	2	9	18	47	
0200	3	1	5	2	11	3	6	5	9	23	34	
0300	3	4	4	9	20	5	4	10	11	30	50	
0400	10	10	24	23	67	8	16	22	24	70	137	
0500	29	37	42	65	173	26	29	41	50	146	319	
0600	73	67	109	141	390	51	48	63	110	272	662	
0700	98	115	131	187	531	116	120	173	203	612	1143	
0800	157	158	156	168	639	183	179	186	186	734	1373	
0900	174	173	170	200	717	194	169	197	188	748	1465	
1000	189	179	174	199	741	191	205	204	224	824	1565	
1100	209	215	265	212	901	212	224	219	259	914	1815	
1200	241	221	212	210	884	240	243	228	229	940	1824	
1300	244	246	220	220	930	237	208	227	219	891	1821	
1400	248	217	211	204	880	182	219	267	220	888	1768	
1500	233	219	220	210	882	235	253	243	251	982	1864	
1600	261	235	193	226	915	261	229	235	236	961	1876	
1700	233	247	230	233	943	268	259	210	210	947	1890	
1800	218	185	181	183	767	206	202	195	154	757	1524	
1900	158	134	138	111	541	141	142	117	110	510	1051	
2000	124	129	93	97	443	111	99	79	60	349	792	
2100	78	51	61	45	235	62	46	50	41	199	434	
2200	45	44	37	24	150	40	29	28	27	124	274	
2300	21	27	15	15	78	25	22	16	16	79	157	
24-Hour Totals:	11911					12048					23959	

Peak Volume Information

	Direction: N		Direction: S		Combined Directions	
	Hour	Volume	Hour	Volume	Hour	Volume
A.M.	845	685	745	751	845	1431
P.M.	1700	943	1515	1008	1515	1918
Daily	1700	943	1515	1008	1515	1918

Truck Percentage 8.01                      8.17                      8.09

Classification Summary Database

Dir	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TotTrk	TotVol
N	28	7150	3779	23	490	34	10	222	157	15	0	0	3	0	0	954	11911
S	30	7323	3711	13	497	67	2	238	153	14	0	0	0	0	0	984	12048

County: 91  
 Station: 5012  
 Description: SR 70, EAST OF SR 15/700/US 98/441  
 Start Date: 08/25/2020  
 Start Time: 0000

Time	Direction: E					Direction: W					Combined	
	1st	2nd	3rd	4th	Total	1st	2nd	3rd	4th	Total	Total	
0000	18	10	18	14	60	15	17	19	7	58	118	
0100	14	18	13	11	56	10	12	12	9	43	99	
0200	12	12	12	10	46	8	7	12	15	42	88	
0300	10	18	6	20	54	15	10	13	26	64	118	
0400	18	33	40	43	134	19	23	27	39	108	242	
0500	83	85	153	171	492	45	73	73	94	285	777	
0600	222	195	126	185	728	109	122	161	179	571	1299	
0700	204	217	184	167	772	179	214	269	314	976	1748	
0800	193	156	150	171	670	206	204	178	194	782	1452	
0900	147	137	161	151	596	181	132	171	202	686	1282	
1000	163	170	173	140	646	175	179	163	169	686	1332	
1100	157	171	177	168	673	163	187	157	161	668	1341	
1200	184	186	192	165	727	165	200	170	203	738	1465	
1300	183	182	157	196	718	182	186	178	162	708	1426	
1400	208	215	194	215	832	187	152	191	170	700	1532	
1500	207	210	205	246	868	209	211	157	219	796	1664	
1600	250	265	229	221	965	194	213	234	223	864	1829	
1700	286	242	221	219	968	236	262	258	211	967	1935	
1800	181	174	159	164	678	208	188	156	169	721	1399	
1900	127	131	136	106	500	114	129	132	116	491	991	
2000	125	109	96	76	406	127	98	91	84	400	806	
2100	58	80	52	51	241	60	65	56	64	245	486	
2200	58	55	51	38	202	34	51	32	40	157	359	
2300	23	25	25	16	89	26	20	29	18	93	182	

24-Hour Totals: 12121 11849 23970

Peak Volume Information

	Direction: E		Direction: W		Combined Directions	
	Hour	Volume	Hour	Volume	Hour	Volume
A.M.	645	790	715	1003	715	1764
P.M.	1615	1001	1645	979	1645	1949
Daily	1615	1001	715	1003	1645	1949

Truck Percentage 18.26 17.81 18.04

Classification Summary Database

Dir	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TotTrk	TotVol
E	54	6167	3687	55	754	136	24	434	780	27	0	0	3	0	0	2213	12121
W	34	6116	3589	35	751	124	12	419	746	19	1	1	2	0	0	2110	11849



2020 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL  
 CATEGORY: 9100 OKEECHOBEE CNTYWIDE

MOCF: 0.90  
 PSCF

WEEK	DATES	SF	PSCF
* 1	01/01/2020 - 01/04/2020	0.95	1.06
* 2	01/05/2020 - 01/11/2020	0.93	1.03
* 3	01/12/2020 - 01/18/2020	0.91	1.01
* 4	01/19/2020 - 01/25/2020	0.89	0.99
* 5	01/26/2020 - 02/01/2020	0.87	0.97
* 6	02/02/2020 - 02/08/2020	0.85	0.94
* 7	02/09/2020 - 02/15/2020	0.83	0.92
* 8	02/16/2020 - 02/22/2020	0.85	0.94
* 9	02/23/2020 - 02/29/2020	0.87	0.97
*10	03/01/2020 - 03/07/2020	0.89	0.99
*11	03/08/2020 - 03/14/2020	0.91	1.01
*12	03/15/2020 - 03/21/2020	0.93	1.03
*13	03/22/2020 - 03/28/2020	1.01	1.12
14	03/29/2020 - 04/04/2020	1.10	1.22
15	04/05/2020 - 04/11/2020	1.18	1.31
16	04/12/2020 - 04/18/2020	1.27	1.41
17	04/19/2020 - 04/25/2020	1.22	1.36
18	04/26/2020 - 05/02/2020	1.18	1.31
19	05/03/2020 - 05/09/2020	1.13	1.26
20	05/10/2020 - 05/16/2020	1.09	1.21
21	05/17/2020 - 05/23/2020	1.08	1.20
22	05/24/2020 - 05/30/2020	1.08	1.20
23	05/31/2020 - 06/06/2020	1.07	1.19
24	06/07/2020 - 06/13/2020	1.07	1.19
25	06/14/2020 - 06/20/2020	1.07	1.19
26	06/21/2020 - 06/27/2020	1.07	1.19
27	06/28/2020 - 07/04/2020	1.07	1.19
28	07/05/2020 - 07/11/2020	1.08	1.20
29	07/12/2020 - 07/18/2020	1.08	1.20
30	07/19/2020 - 07/25/2020	1.07	1.19
31	07/26/2020 - 08/01/2020	1.06	1.18
32	08/02/2020 - 08/08/2020	1.05	1.17
33	08/09/2020 - 08/15/2020	1.05	1.17
34	08/16/2020 - 08/22/2020	1.04	1.16
35	08/23/2020 - 08/29/2020	1.04	1.16
36	08/30/2020 - 09/05/2020	1.04	1.16
37	09/06/2020 - 09/12/2020	1.04	1.16
38	09/13/2020 - 09/19/2020	1.04	1.16
39	09/20/2020 - 09/26/2020	1.03	1.14
40	09/27/2020 - 10/03/2020	1.02	1.13
41	10/04/2020 - 10/10/2020	1.01	1.12
42	10/11/2020 - 10/17/2020	1.00	1.11
43	10/18/2020 - 10/24/2020	1.00	1.11
44	10/25/2020 - 10/31/2020	0.99	1.10
45	11/01/2020 - 11/07/2020	0.99	1.10
46	11/08/2020 - 11/14/2020	0.99	1.10
47	11/15/2020 - 11/21/2020	0.99	1.10
48	11/22/2020 - 11/28/2020	0.98	1.09
49	11/29/2020 - 12/05/2020	0.97	1.08
50	12/06/2020 - 12/12/2020	0.96	1.07
51	12/13/2020 - 12/19/2020	0.95	1.06
52	12/20/2020 - 12/26/2020	0.93	1.03
53	12/27/2020 - 12/31/2020	0.91	1.01

\* PEAK SEASON

27-FEB-2021 10:29:56

830UPD

1\_9100\_PKSEASON.TXT

TABLE 7

Generalized **Peak Hour Directional** Volumes for Florida's  
Urbanized Areas

January 2020

INTERRUPTED FLOW FACILITIES						UNINTERRUPTED FLOW FACILITIES					
<b>STATE SIGNALIZED ARTERIALS</b>						<b>FREEWAYS</b>					
<b>Class I (40 mph or higher posted speed limit)</b>						<b>Core Urbanized</b>					
Lanes	Median	B	C	D	E	Lanes	B	C	D	E	
1	Undivided	*	830	880	**	2	2,230	3,100	3,740	4,080	
2	Divided	*	1,910	2,000	**	3	3,280	4,570	5,620	6,130	
3	Divided	*	2,940	3,020	**	4	4,310	6,030	7,490	8,170	
4	Divided	*	3,970	4,040	**	5	5,390	7,430	9,370	10,220	
						6	6,380	8,990	11,510	12,760	
<b>Class II (35 mph or slower posted speed limit)</b>						<b>Urbanized</b>					
Lanes	Median	B	C	D	E	Lanes	B	C	D	E	
1	Undivided	*	370	750	800	2	2,270	3,100	3,890	4,230	
2	Divided	*	730	1,630	1,700	3	3,410	4,650	5,780	6,340	
3	Divided	*	1,170	2,520	2,560	4	4,550	6,200	7,680	8,460	
4	Divided	*	1,610	3,390	3,420	5	5,690	7,760	9,520	10,570	
<b>Non-State Signalized Roadway Adjustments</b> (Alter corresponding state volumes by the indicated percent.) Non-State Signalized Roadways - 10%						<b>Freeway Adjustments</b>					
<b>Median &amp; Turn Lane Adjustments</b>						Auxiliary Lane + 1,000      Ramp Metering + 5%					
Lanes	Median	Exclusive Left Lanes	Exclusive Right Lanes	Adjustment Factors		<b>UNINTERRUPTED FLOW HIGHWAYS</b>					
1	Divided	Yes	No	+5%		Lanes	Median	B	C	D	E
1	Undivided	No	No	-20%		1	Undivided	580	890	1,200	1,610
Multi	Undivided	Yes	No	-5%		2	Divided	1,800	2,600	3,280	3,730
Multi	Undivided	No	No	-25%		3	Divided	2,700	3,900	4,920	5,600
-	-	-	Yes	+ 5%		<b>Uninterrupted Flow Highway Adjustments</b>					
<b>One-Way Facility Adjustment</b> Multiply the corresponding directional volumes in this table by 1.2						Lanes	Median	Exclusive left lanes	Adjustment factors		
<b>BICYCLE MODE<sup>2</sup></b> (Multiply vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)						1	Divided	Yes	+5%		
Paved Shoulder/Bicycle Lane Coverage						Multi	Undivided	Yes	-5%		
		B	C	D	E	Multi	Undivided	No	-25%		
0-49%		*	150	390	1,000	<sup>1</sup> Values shown are presented as peak hour directional volumes for levels of service and are for the automobile/truck modes unless specifically stated. This table does not constitute a standard and should be used only for general planning applications. The computer models from which this table is derived should be used for more specific planning applications. The table and deriving computer models should not be used for corridor or intersection design, where more refined techniques exist. Calculations are based on planning applications of the HCM and the Transit Capacity and Quality of Service Manual.					
50-84%		110	340	1,000	>1,000	<sup>2</sup> Level of service for the bicycle and pedestrian modes in this table is based on number of vehicles, not number of bicyclists or pedestrians using the facility.					
85-100%		470	1,000	>1,000	**	<sup>3</sup> Buses per hour shown are only for the peak hour in the single direction of the higher traffic flow.					
<b>PEDESTRIAN MODE<sup>2</sup></b> (Multiply vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)						* Cannot be achieved using table input value defaults.					
Sidewalk Coverage		B	C	D	E	** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached. For the bicycle mode, the level of service letter grade (including F) is not achievable because there is no maximum vehicle volume threshold using table input value defaults.					
0-49%		*	*	140	480	<i>Source:</i> Florida Department of Transportation Systems Implementation Office <a href="https://www.fdot.gov/planning/systems/">https://www.fdot.gov/planning/systems/</a>					
50-84%		*	80	440	800						
85-100%		200	540	880	>1,000						
<b>BUS MODE (Scheduled Fixed Route)<sup>3</sup></b> (Buses in peak hour in peak direction)											
Sidewalk Coverage		B	C	D	E						
0-84%		> 5	≥ 4	≥ 3	≥ 2						
85-100%		> 4	≥ 3	≥ 2	≥ 1						

UNPLATTED LANDS OF THE CITY BEG  
FEET SOUTH OF THE NORTHEAST CORN  
SOUTHEAST 1/4 OF SECTION 21, TOW

COMMUNITY FOUNDATION FOR PALM  
700 S DIXIE HWY STE 200  
WEST PALM BEACH, FL 33401-5854

**2021**

2-21-37-35-0A00-00045-0000



BUILDING CHARACTERISTICS					MARKET ADJUSTMENTS										OKEECHOBEE COUNTY PROPERTY PAGE 1 of 1 50											
ELEMENT	CD	CONSTRUCTION			TYPE	MDL	EFF. AREA	TOT ADJ PTS	EFF. BASE RATE	REPL. COST NEW	AYB	EYB	ECON	FNCT	NORM	% COND	VALUATION SUMMARY									
																	VALUATION BY: STANDARD Tax Group: 50 Tax Dist: BUILDING MARKET VALUE: 0 TOTAL MARKET OB/XF VALUE: 0 TOTAL LAND VALUE - MARKET: 401,586 TOTAL MARKET VALUE: 401,586 SOH/AGL Deduction: 0 ASSESSED VALUE: 401,586 TOTAL EXEMPTION VALUE: 0 BASE TAXABLE VALUE: 401,586 TOTAL JUST VALUE: 401,586 INCOME VALUE: PREVIOUS YEAR MKT VALUE: 401,586									
DOR CODE: 1000 VACANT COMMERCIAL															PERMIT NUM: DESCRIPTION: AMT: ISSUED:											
MAP NUM: MKT AREA: 570															SALES DATA OFF RECORD Number: DATE: TYPE INST: Q U: V I: RSN CD: SALE PRICE:											
NEIGHBORHOOD: 518610.00 1.00															2021006110 3/10/2021 SW U V 11 100 GRANTOR: ALTABELLO FRANK TRUST GRANTEE: COMMUNITY FOUNDATIO 0764/0825 8/28/2015 SA U V 11 0 GRANTOR: WILSON MARY H (ESTATE) GRANTEE: WILSON SCOTT & MARY											
TOTALS															BLD DATE: LGL DATE: XF DATE: LAND DATE: INC DATE: AG DATE:											
EXTRA FEATURES					HWY 441 S, OKEECHOBEE										BUILDING NOTES:  BUILDING DIMENSIONS:											
L N	OB/XF CODE	DESCRIPTION	BLD CAP	L W	UNITS	UT	Adj R	ADJ UNIT PRICE	ORIG COND	YEAR ON	YEAR ACTUAL	Q	% COND	OB/XF MKT VALUE	NOTES											
																TOTAL OB/XF: 0										
L N	USE CODE	LAND USE DESCRIPTION	CAP	R D	LOC ZONE	FRONT	DEPTH	TOT LND UTS	UNIT TYPE	D T	DPTH FACT	% COND	TOT ADJ	UNIT PRICE	ADJ UNIT PRICE	LAND VALUE	OTHER ADJUSTMENTS AND NOTES	YEAR	DENSITY	DECL	FRZ	YR	CONSRV			
1	067SP2	SO PARROTT	0			293.00	200.00	293.00	FF	1	1.00	1.00	1.00	1,100.00	1,100.00	322,300										
2	067SP9	SO PARROTT	0			293.00	164.00	48,052.00	SF		1.00	1.00	1.00	1.65	1.65	79,286										
REVIEW DATE 01/10/2019 BY SHDR Total Acres: 2.45 Total Land Value: 401,586 Market: 0 Agricultural: 0 Common: 401,586 PRINTED 10/12/2021																										

# Land Use: 220

## Multifamily Housing (Low-Rise)

---

### Description

Low-rise multifamily housing includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and that have two or three floors (levels). Various configurations fit this description, including walkup apartment, mansion apartment, and stacked townhouse.

- A walkup apartment typically is two or three floors in height with dwelling units that are accessed by a single or multiple entrances with stairways and hallways.
- A mansion apartment is a single structure that contains several apartments within what appears to be a single-family dwelling unit.
- A fourplex is a single two-story structure with two matching dwelling units on the ground and second floors. Access to the individual units is typically internal to the structure and provided through a central entry and stairway.
- A stacked townhouse is designed to match the external appearance of a townhouse. But, unlike a townhouse dwelling unit that only shares walls with an adjoining unit, the stacked townhouse units share both floors and walls. Access to the individual units is typically internal to the structure and provided through a central entry and stairway.

Multifamily housing (mid-rise) (Land Use 221), multifamily housing (high-rise) (Land Use 222), affordable housing (Land Use 223), and off-campus student apartment (low-rise) (Land Use 225) are related land uses.

### Land Use Subcategory

Data are presented for two subcategories for this land use: (1) not close to rail transit and (2) close to rail transit. A site is considered close to rail transit if the walking distance between the residential site entrance and the closest rail transit station entrance is ½ mile or less.

### Additional Data

For the three sites for which both the number of residents and the number of occupied dwelling units were available, there were an average of 2.72 residents per occupied dwelling unit.

For the two sites for which the numbers of both total dwelling units and occupied dwelling units were available, an average of 96.2 percent of the total dwelling units were occupied.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip

generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

For the three sites for which data were provided for both occupied dwelling units and residents, there was an average of 2.72 residents per occupied dwelling unit.

***It is expected that the number of bedrooms and number of residents are likely correlated to the trips generated by a residential site. To assist in future analysis, trip generation studies of all multifamily housing should attempt to obtain information on occupancy rate and on the mix of residential unit sizes (i.e., number of units by number of bedrooms at the site complex).***

The sites were surveyed in the 1980s, the 1990s, the 2000s, the 2010s, and the 2020s in British Columbia (CAN), California, Delaware, Florida, Georgia, Illinois, Indiana, Maine, Maryland, Massachusetts, Minnesota, New Jersey, Ontario (CAN), Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Utah, and Washington.

### **Source Numbers**

188, 204, 237, 300, 305, 306, 320, 321, 357, 390, 412, 525, 530, 579, 583, 638, 864, 866, 896, 901, 903, 904, 936, 939, 944, 946, 947, 948, 963, 964, 966, 967, 1012, 1013, 1014, 1036, 1047, 1056, 1071, 1076

# Multifamily Housing (Low-Rise) Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units  
On a Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 22

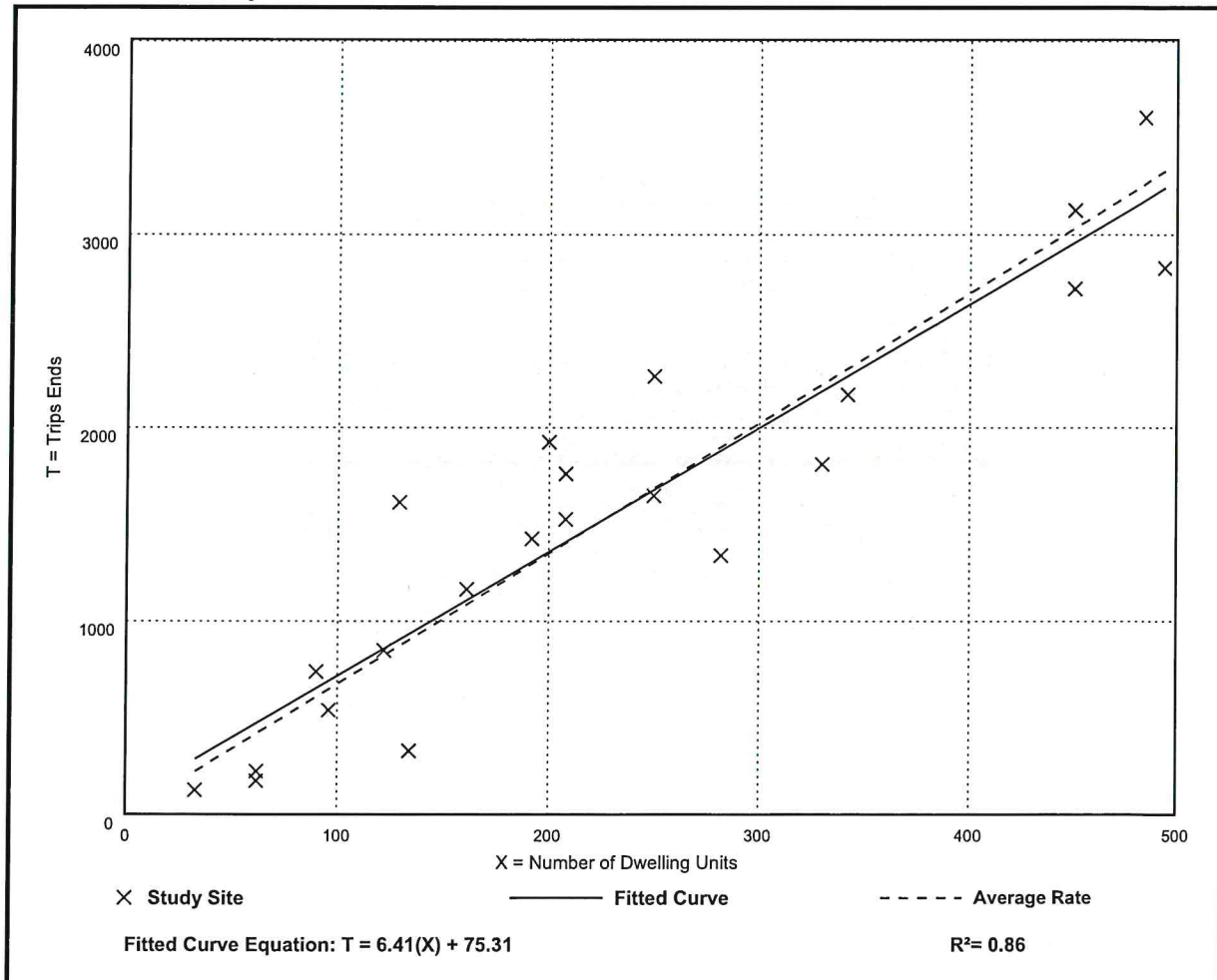
Avg. Num. of Dwelling Units: 229

Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
6.74	2.46 - 12.50	1.79

## Data Plot and Equation



# Multifamily Housing (Low-Rise) Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 49

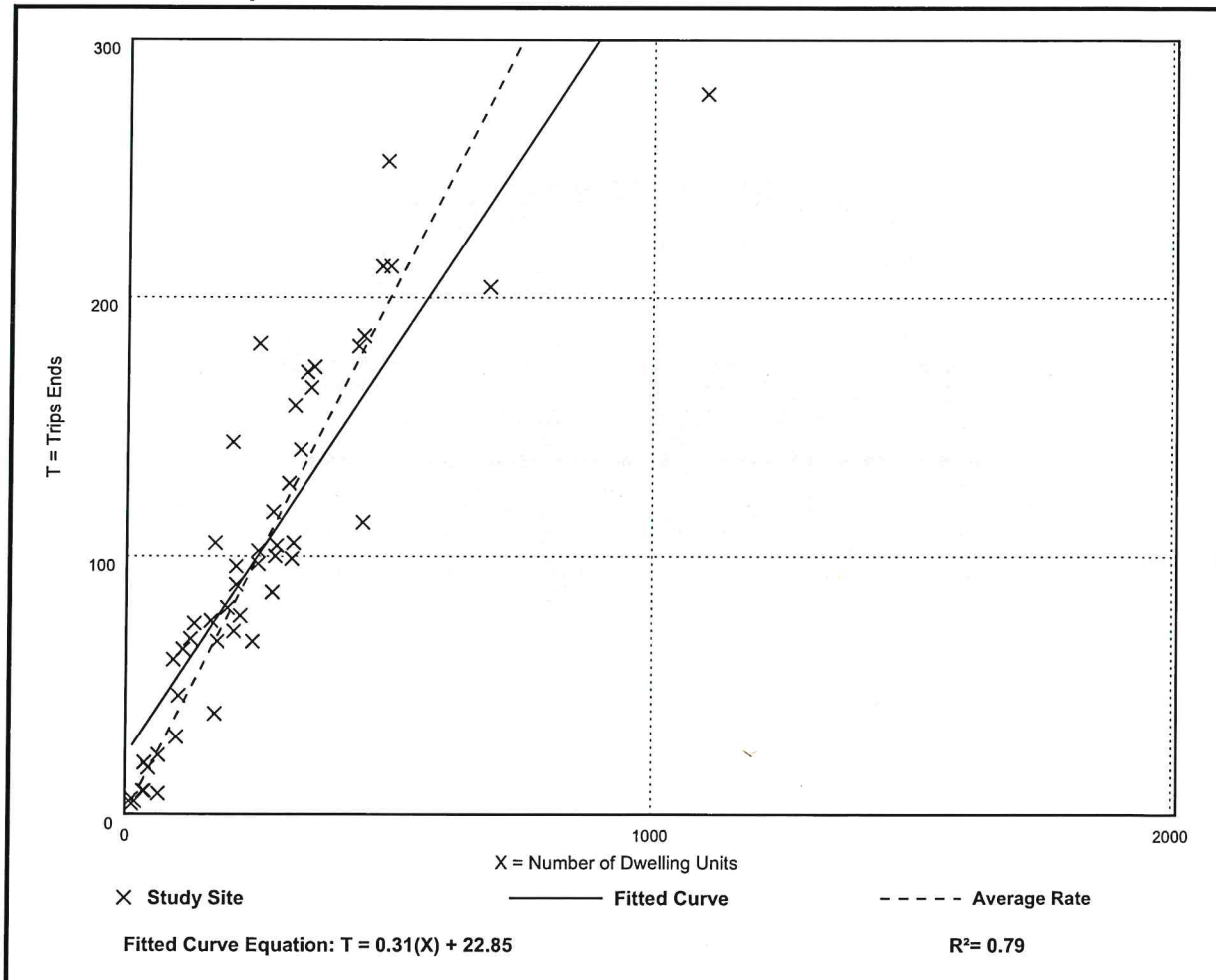
Avg. Num. of Dwelling Units: 249

Directional Distribution: 24% entering, 76% exiting

## Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.40	0.13 - 0.73	0.12

## Data Plot and Equation



# Multifamily Housing (Low-Rise) Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 59

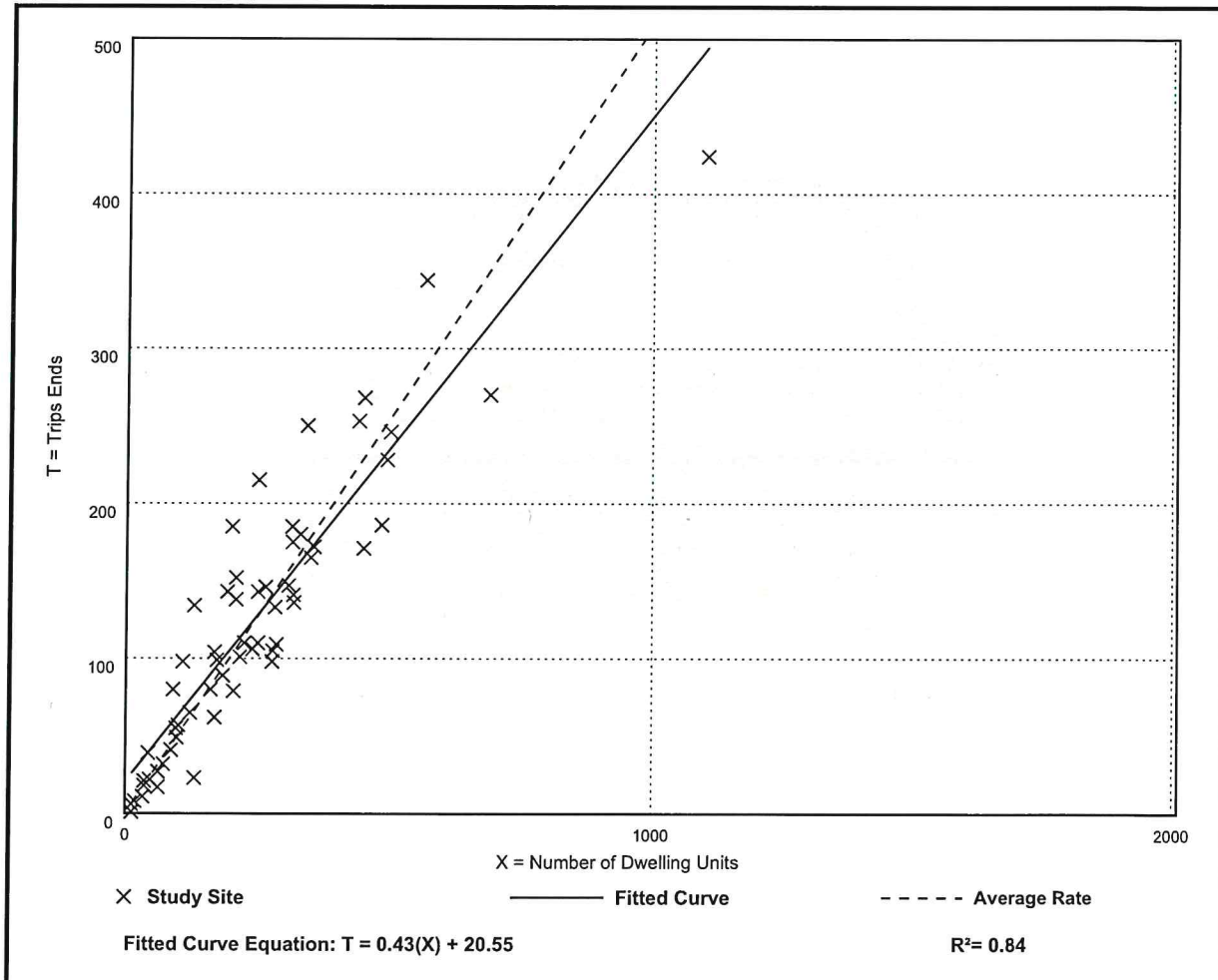
Avg. Num. of Dwelling Units: 241

Directional Distribution: 63% entering, 37% exiting

## Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.51	0.08 - 1.04	0.15

## Data Plot and Equation





# Land Use: 820

## Shopping Center (>150k)

---

### Description

A shopping center is an integrated group of commercial establishments that is planned, developed, owned, and managed as a unit. Each study site in this land use has at least 150,000 square feet of gross leasable area (GLA). It often has more than one anchor store. Various names can be assigned to a shopping center within this size range, depending on its specific size and tenants, such as community center, regional center, superregional center, fashion center, and power center.

A shopping center of this size typically contains more than retail merchandising facilities. Office space, a movie theater, restaurants, a post office, banks, a health club, and recreational facilities are common tenants.

A shopping center of this size can be enclosed or open-air. The vehicle trips generated at a shopping center are based upon the total GLA of the center. In the case of a smaller center without an enclosed mall or peripheral buildings, the GLA is the same as the gross floor area of the building.

The 150,000 square feet GLA threshold value between community/regional shopping center and shopping plaza (Land Use 821) is based on an examination of trip generation data. For a shopping plaza that is smaller than the threshold value, the presence or absence of a supermarket within the plaza has a measurable effect on site trip generation. For a shopping center that is larger than the threshold value, the trips generated by its other major tenants mask any effects of the presence or absence of an on-site supermarket.

Shopping plaza (40-150k) (Land Use 821), strip retail plaza (<40k) (Land Use 822), and factory outlet center (Land Use 823) are related uses.

### Additional Data

***Many shopping centers—in addition to the integrated unit of shops in one building or enclosed around a mall—include outparcels (peripheral buildings or pads located on the perimeter of the center adjacent to the streets and major access points). These buildings are typically drive-in banks, retail stores, restaurants, or small offices. Although the data herein do not indicate which of the centers studied include peripheral buildings, it can be assumed that some of the data show their effect.***

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), California, Colorado, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Iowa, Kentucky,

Maryland, Massachusetts, Michigan, Minnesota, New Jersey, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, Tennessee, Texas, Vermont, Virginia, Washington, West Virginia, and Wisconsin.

**Source Numbers**

77, 110, 154, 156, 159, 190, 199, 202, 204, 213, 251, 269, 294, 295, 299, 304, 305, 307, 308, 309, 311, 314, 315, 316, 317, 319, 365, 385, 404, 414, 423, 442, 446, 562, 629, 702, 715, 728, 868, 871, 880, 899, 912, 926, 946, 962, 973, 974, 978, 1034, 1040, 1067

# Shopping Center (>150k) (820)

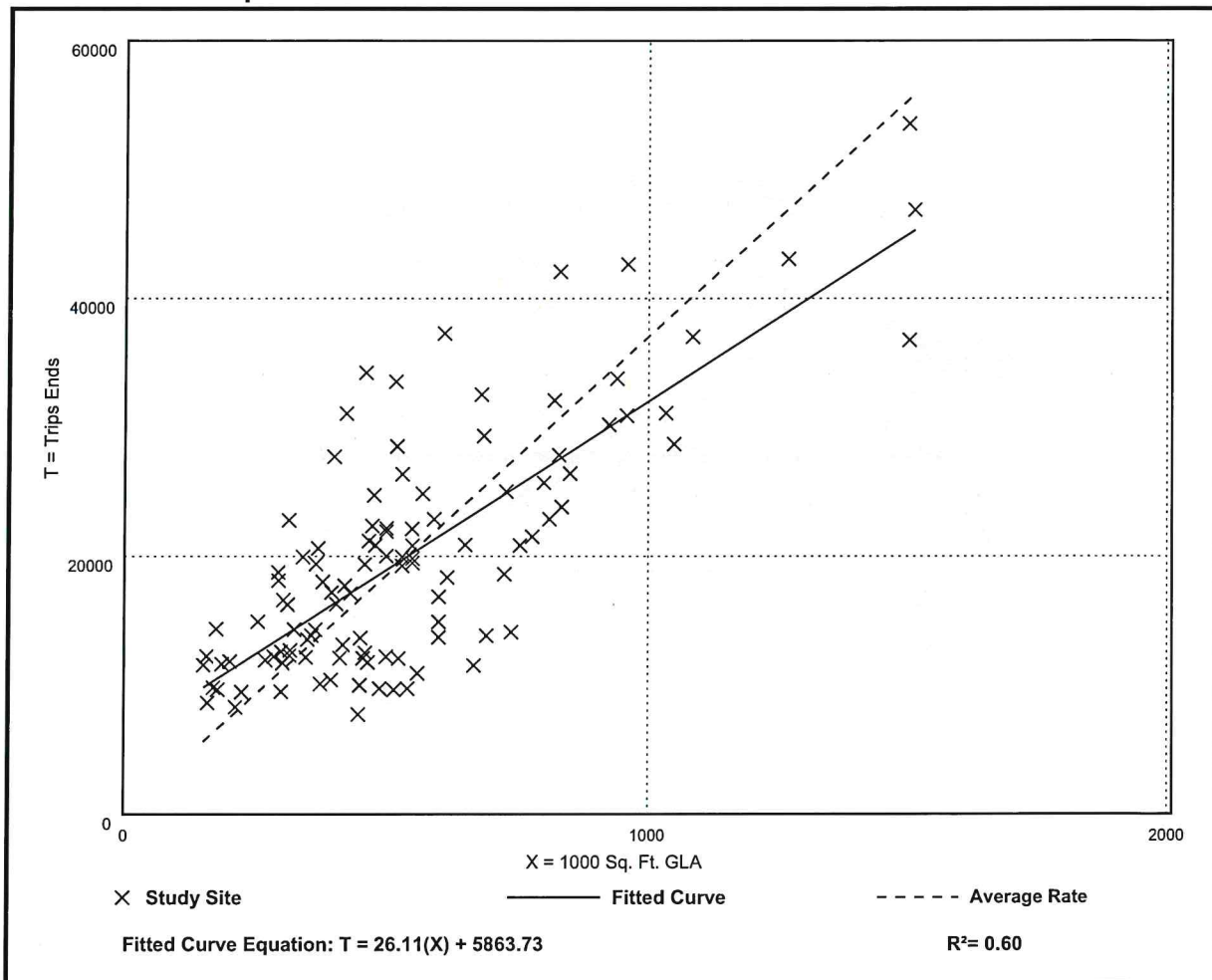
Vehicle Trip Ends vs: 1000 Sq. Ft. GLA  
On a: Weekday

Setting/Location: General Urban/Suburban  
Number of Studies: 108  
Avg. 1000 Sq. Ft. GLA: 538  
Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
37.01	17.27 - 81.53	12.79

## Data Plot and Equation



# Shopping Center (>150k) (820)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 44

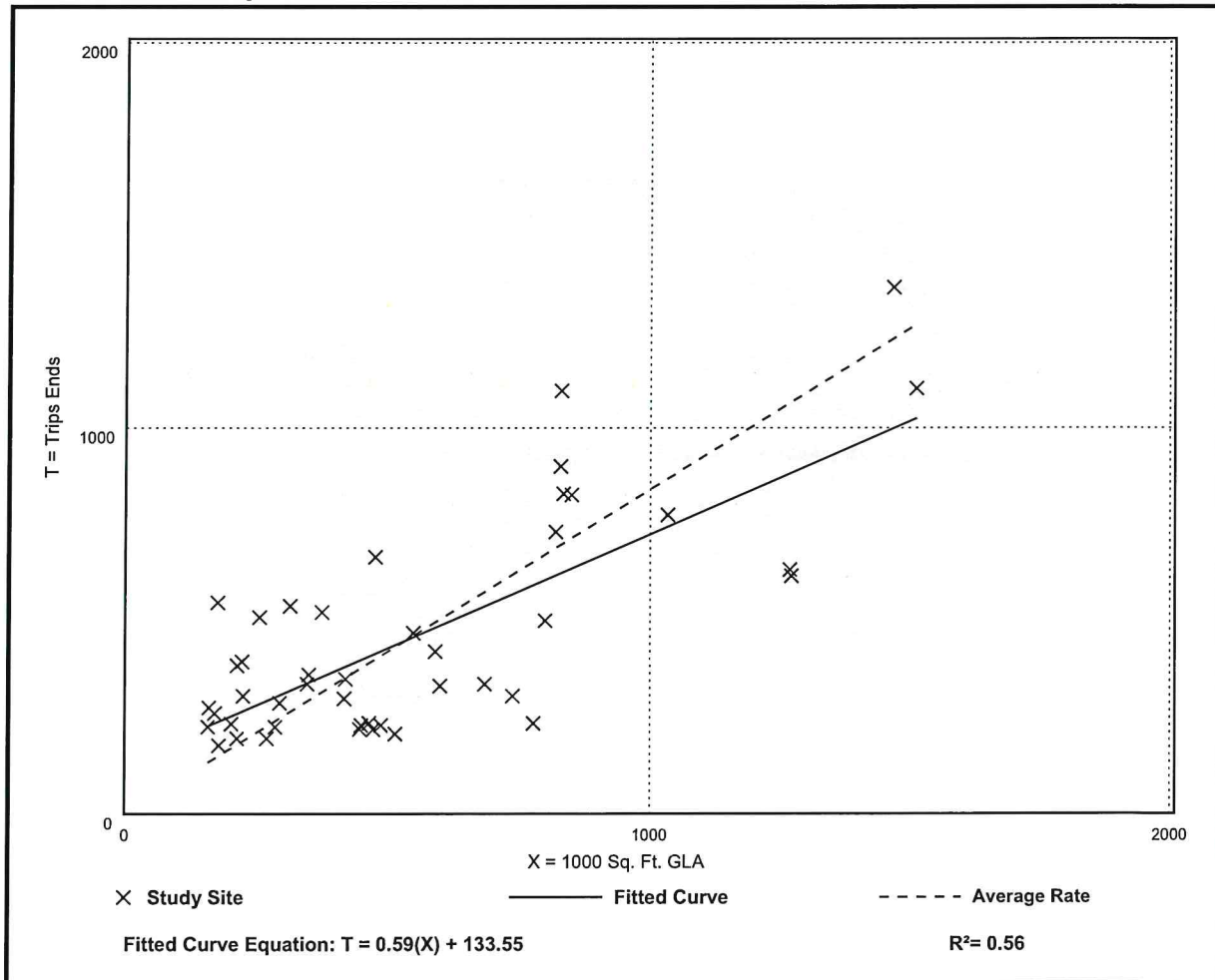
Avg. 1000 Sq. Ft. GLA: 546

Directional Distribution: 62% entering, 38% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
0.84	0.30 - 3.11	0.42

## Data Plot and Equation



# Shopping Center (>150k) (820)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 126

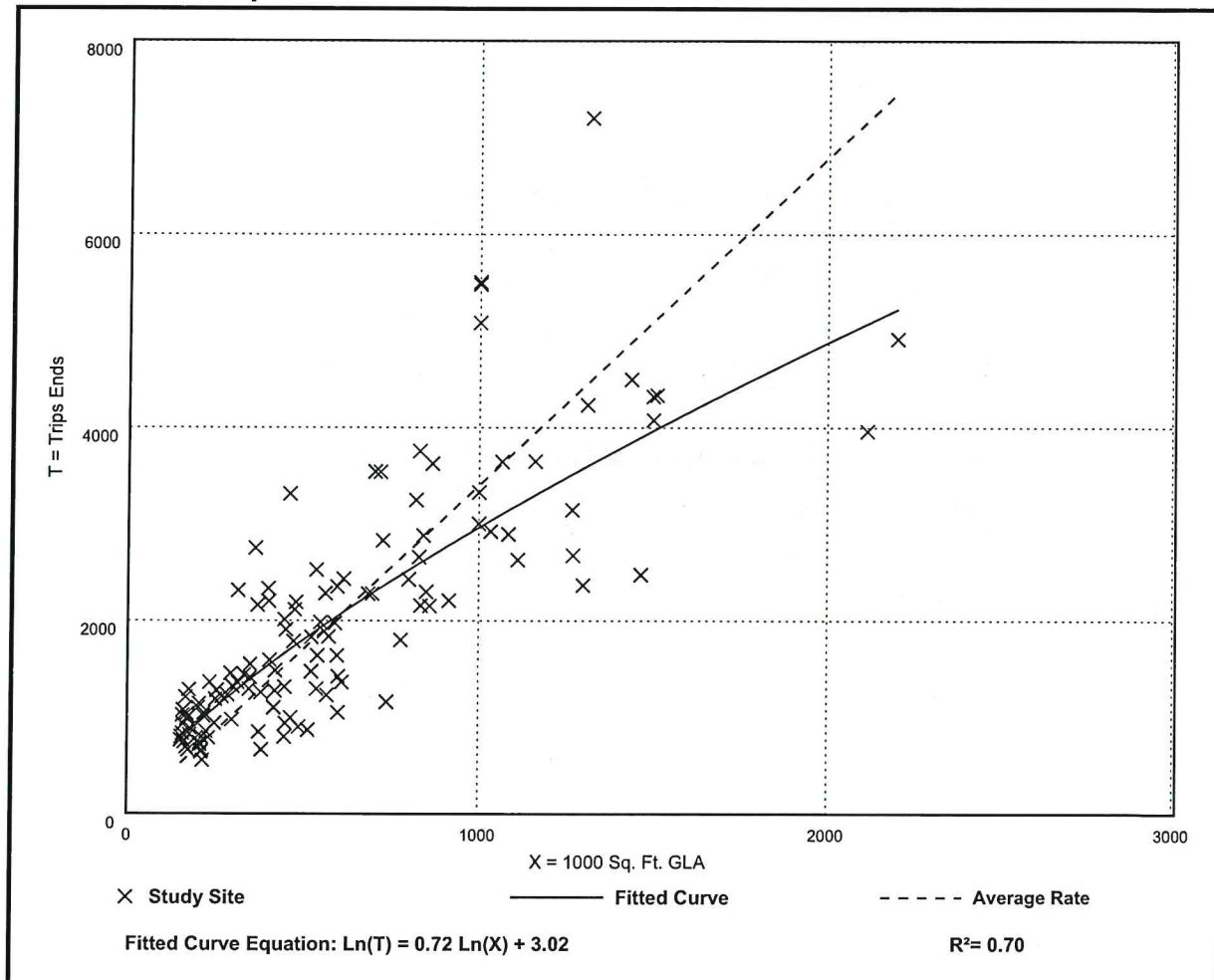
Avg. 1000 Sq. Ft. GLA: 581

Directional Distribution: 48% entering, 52% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
3.40	1.57 - 7.58	1.26

## Data Plot and Equation



### Vehicle Pass-By Rates by Land Use

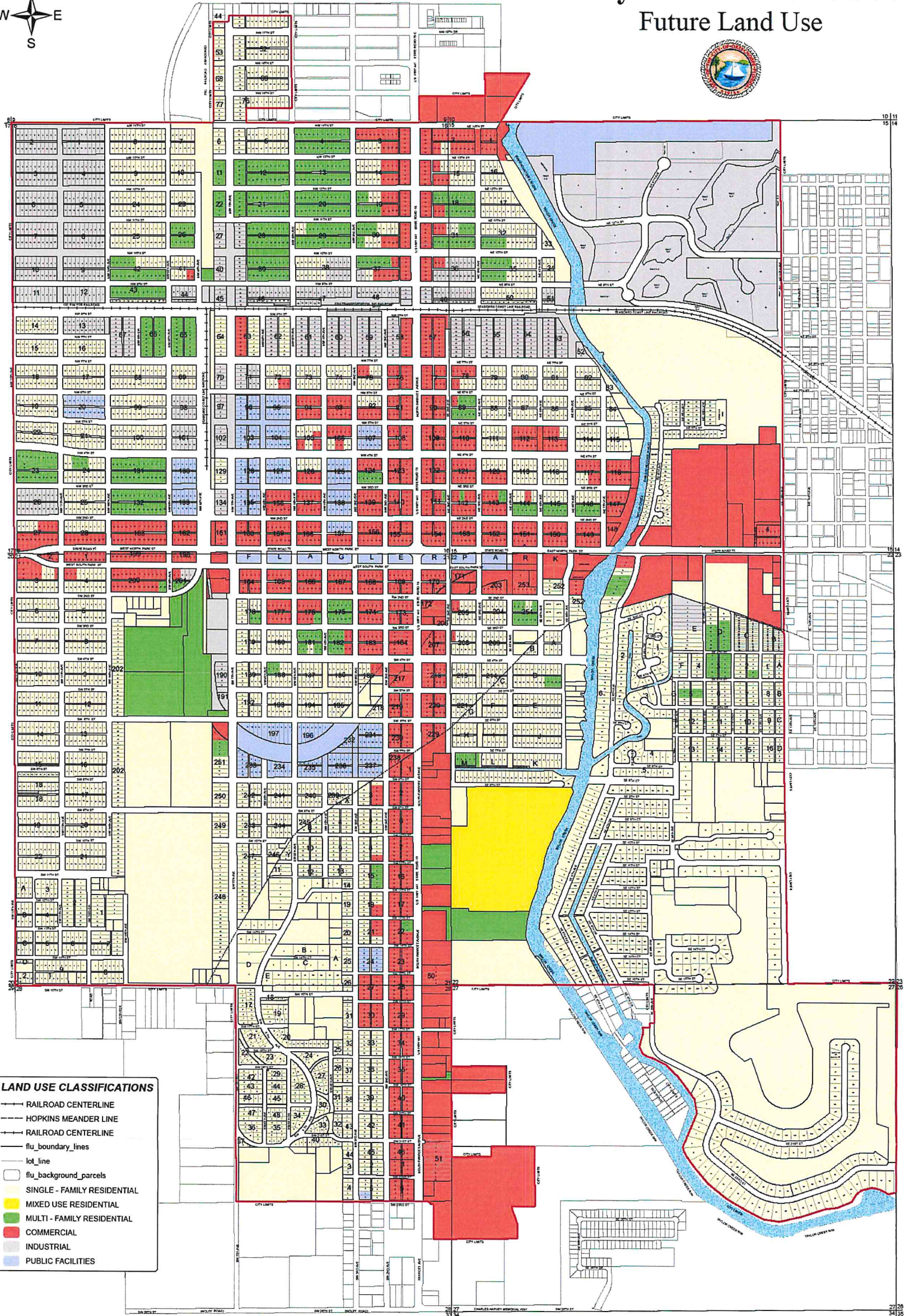
Source: ITE Trip Generation Manual, 11th Edition

Land Use Code	820								
Land Use	Shopping Center (> 150k)								
Setting	General Urban/Suburban								
Time Period	Weekday PM Peak Period								
# Data Sites	8 Sites with GLA between 150 and 300k				16 Sites with GLA between 300 and 900k				
Average Pass-By Rate	29% for Sites with GLA between 150 and 300k				19% for Sites with GLA between 300 and 900k				
Pass-By Characteristics for Individual Sites									
GLA (000)	State or Province	Survey Year	# Interviews	Pass-By Trip (%)	Non-Pass-By Trips			Adj Street Peak Hour Volume	Source
					Primary (%)	Diverted (%)	Total (%)		
213	Florida	1990	312	28	31	41	72	—	33
225	Illinois	1994	264	35	32	33	65	1970	24
227.9	Kentucky	1993	—	34	35	31	66	—	34
235	Kentucky	1993	211	35	29	36	65	2593	2
255	Iowa	1994	222	23	38	39	77	3706	24
256	Connecticut	1994	208	27	51	22	73	3422	24
293	Illinois	1994	282	24	70	6	76	4606	13
294	Pennsylvania	1994	213	24	48	18	76	4055	24
350	Massachusetts	1994	224	18	45	37	82	2112	24
361	Virginia	1994	315	17	54	29	83	2034	24
375	North Carolina	1994	214	29	48	23	71	2053	24
413	Texas	1994	228	28	51	21	72	589	24
418	Maryland	1994	281	20	50	30	80	5610	24
450	California	1994	321	23	49	28	77	2787	24
476	Washington	1994	234	25	53	22	75	3427	24
488	Texas	1994	257	12	75	13	88	1094	13
560	Virginia	1994	437	19	49	32	81	3051	24
581	Colorado	1994	296	18	53	29	82	2939	24
598	Colorado	1994	205	17	55	28	83	3840	24
633	Texas	1994	257	10	64	26	90	—	24



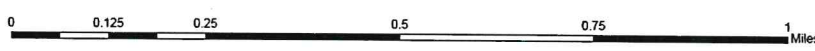
# MAP 1.1

## City of Okeechobee Future Land Use



- 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

On December 31, 2020 changes were made to the Official Comprehensive Plan Future Land Use Map. Land Use Changes, Alley Street Closures, and Petition #20-002-3C, Ord #1220 are reflected herein.  
City of Okeechobee, FL  
City Clerk: Lane Gamota



General Notes:  
Alleys shown hereon are 15 or 20 feet in width. See appropriate subdivision plat for specific alley widths. This map has been compiled from the most current data available. The City of Okeechobee is not responsible for any errors or omissions contained herein.

Date Saved: 2/25/2021 12:06:22 PM





**JEFF SABIN  
GOVERNMENT AFFAIRS**

**WASTE MANAGEMENT INC. OF FLORIDA  
7700 SE BRIDGE RD  
HOBE SOUND, FL 33455  
PH: (772) 545-1327  
MOBILE: (772) 263-0017**

May 25, 2022

Steven L. Dobbs  
Steven L. Dobbs Engineering, LLC  
209 NE 2<sup>ND</sup> Street  
Okeechobee, FL 34974

**Re: Anita's Rentals – Unaddressed S. Parrott Avenue, Okeechobee, FL 34974  
(Property ID #2-21-37-35-0A00-00045-0000)**

Mr. Dobbs,

Please find this letter in response to your request for confirmation of service availability for the above location. Waste Management of Martin County can adequately accommodate the prescribed services at this location as provided for in our Solid Waste and Recyclable Materials Collection Services Agreement with the City of Okeechobee.

We appreciate the opportunity to service this location and look forward to working with the developers and builders in making it an environmentally friendly project.

If you have any questions or concerns, please contact Sales Manager Robert Holden at 561-662-9988, or me at 772-263-0017.

Sincerely,

**JEFF SABIN**  
Government Affairs

Cc: Robert Holden

**OKEECHOBEE UTILITY AUTHORITY**

100 SW 5th Avenue  
Okeechobee, Florida 34974-4221

(863) 763-9460  
FAX: (863) 467-4335

May 3, 2022

Mr. Steven L. Dobbs, P.E.  
SLD Engineering  
1062 Jakes Way  
Okeechobee, FL 34974

Ref: **Water Capacity Request**

Parcel ID: 2-21-37-35-0A00-00045-0000

Site Address:  
Block 45  
Hwy 441 South  
Okeechobee, FL 34974

Dear Mr. Dobbs:

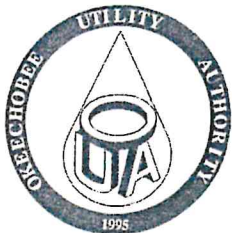
In reference to a request for the availability of water capacity to the subject property, I submit the following information for your use in meeting the potable water demand requirements for the project.

The Okeechobee Utility Authority owns and operates two water treatment plants with a combined treatment capacity of 6 MGD. During the twelve month period from January 2021 to December 2021, the maximum daily flow was 3.86 MGD, or about 64% of capacity. At the present time, the OUA has excess capacity at the treatment plants. The OUA does have a potable water distribution main in Hwy 441 S right-of-way on the western edge of the subject property. Any upgrade requirements to the water main infrastructure due to the demands of the proposed project will be at the property owners' expense.

Should you have any questions, comments or concerns with regards to the water system capacity, please contact the OUA at 863-763-9460.

Sincerely,

John F. Hayford  
Executive Director  
Okeechobee Utility Authority



# OKEECHOBEE UTILITY AUTHORITY

100 SW 5th Avenue  
Okeechobee, Florida 34974-4221

(863) 763-9460  
FAX: (863) 467-4335

May 3, 2022

Mr. Steven L. Dobbs P.E.  
Steven L. Dobbs Engineering, LLC  
1062 Jakes Way  
Okeechobee, Florida 34974

Ref: **Wastewater Capacity Request**

Parcel ID: 2-21-37-35-0A00-00045-0000  
Site Address:  
Block 45  
Hwy 441 South  
Okeechobee, FL 34974

Dear Mr. Dobbs:

In reference to a request of the availability of wastewater capacity to the subject property, I submit the following information for your use in the permitting for the above referenced project.

The Okeechobee Utility Authority owns and operates one regional wastewater treatment plant with a FDEP permitted capacity of 3.9 MGD. During the twelve month period from December 2020 to November 2021, the annual average daily demand was 0.948 MGD, or about 24% of the current 3.9 MGD treatment capacity. The OUA does have a wastewater force main in the 441 South right-of-way along the westside of the subject property. Any facility improvements required due to the demands of the proposed project, will be at the project owner's expense.

Should you have any other questions, comments or concerns with regards to the wastewater system capacity, please contact the OUA at 863.763.9460.

Sincerely,

John F. Hayford, P.E.  
Executive Director



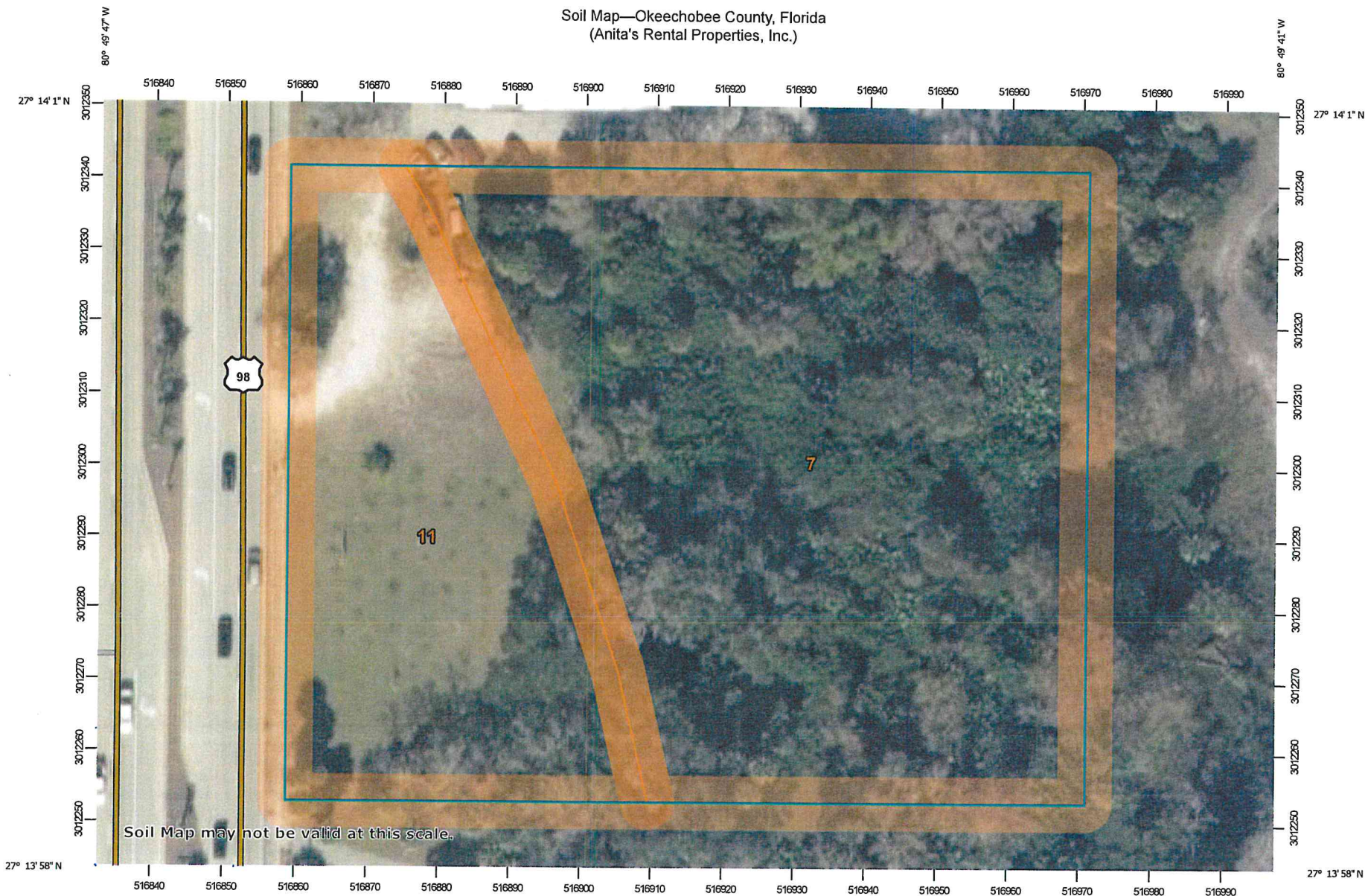
April 14, 2022

**Wetlands**

- |                                |                                   |          |
|--------------------------------|-----------------------------------|----------|
| Estuarine and Marine Deepwater | Freshwater Emergent Wetland       | Lake     |
| Estuarine and Marine Wetland   | Freshwater Forested/Shrub Wetland | Other    |
|                                | Freshwater Pond                   | Riverine |

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

Soil Map—Okeechobee County, Florida  
(Anita's Rental Properties, Inc.)



Soil Map may not be valid at this scale.

Map Scale: 1:754 if printed on A landscape (11" x 8.5") sheet.

0 10 20 40 60 Meters

0 35 70 140 210 Feet

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84




67

Soil Map—Okeechobee County, Florida  
(Anita's Rental Properties, Inc.)


### MAP LEGEND

**Area of Interest (AOI)**

 Area of Interest (AOI)


**Soils**

 Soil Map Unit Polygons

 Soil Map Unit Lines


 Soil Map Unit Points

**Special Point Features**

-  Blowout
-  Borrow Pit
-  Clay Spot
-  Closed Depression
-  Gravel Pit
-  Gravelly Spot
-  Landfill
-  Lava Flow
-  Marsh or swamp
-  Mine or Quarry
-  Miscellaneous Water
-  Perennial Water
-  Rock Outcrop
-  Saline Spot
-  Sandy Spot
-  Severely Eroded Spot
-  Sinkhole
-  Slide or Slip
-  Sodic Spot

-  Spoil Area
-  Stony Spot
-  Very Stony Spot
-  Wet Spot
-  Other
-  Special Line Features

**Water Features**

 Streams and Canals

**Transportation**

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

**Background**

 Aerial Photography

### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.  
Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
Web Soil Survey URL:  
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Okeechobee County, Florida  
Survey Area Data: Version 19, Aug 26, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 25, 2019—Jan 29, 2019

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
7	Floridana, Riviera, and Placid soils, depressional	1.7	67.9%
11	Immokalee fine sand, 0 to 2 percent slopes	0.8	32.1%
<b>Totals for Area of Interest</b>		<b>2.5</b>	<b>100.0%</b>

# National Flood Hazard Layer FIRMette

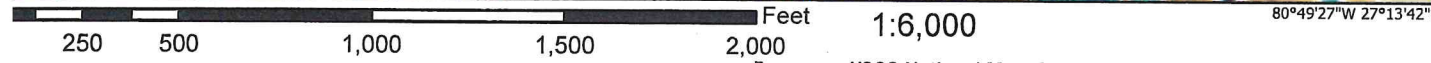
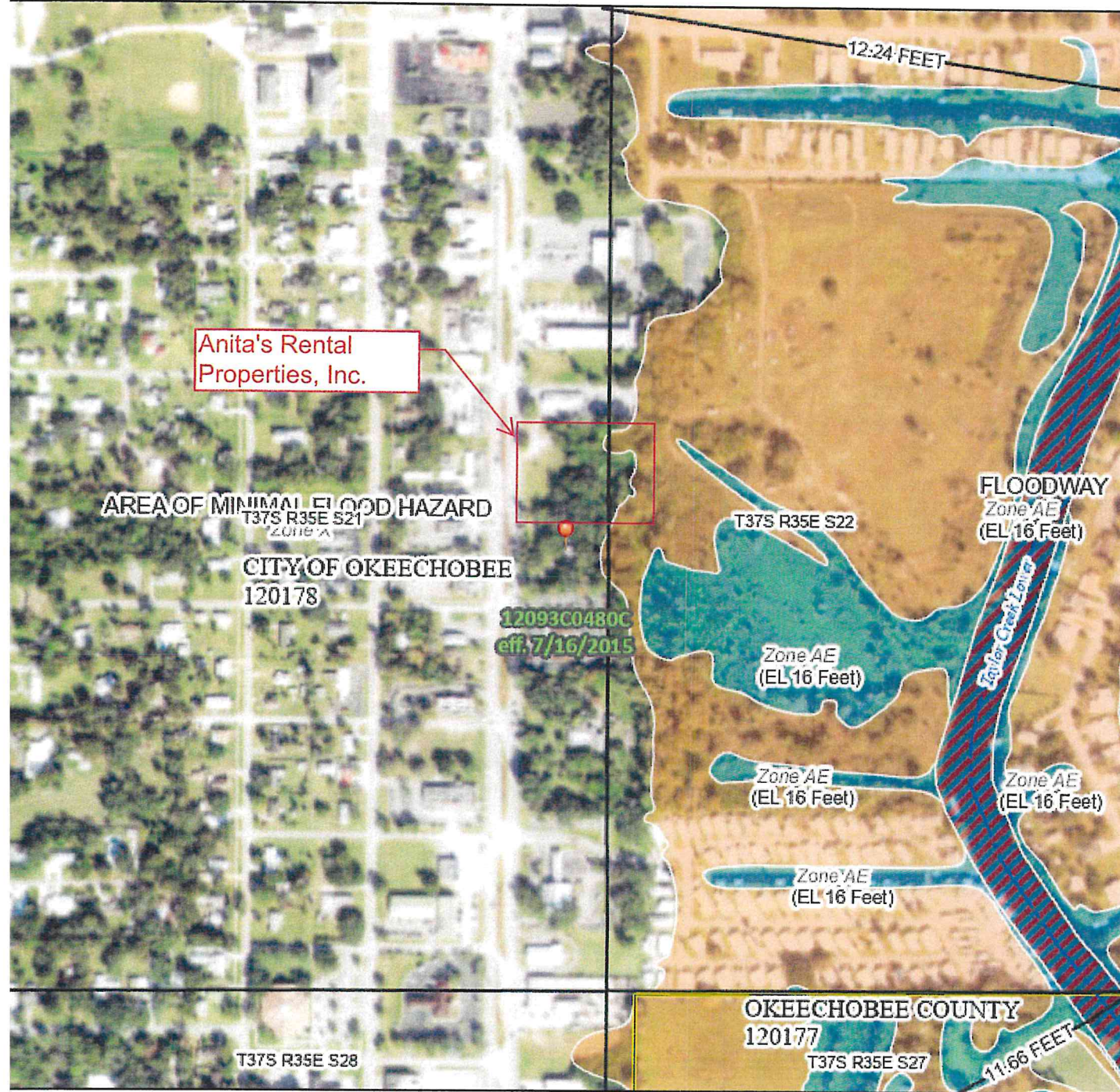


9°50'4"W 27°14'14"N

## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

- SPECIAL FLOOD HAZARD AREAS**
    - Without Base Flood Elevation (BFE) Zone A, V, A99
    - With BFE or Depth Zone AE, AO, AH, VE, AR
    - Regulatory Floodway
  - OTHER AREAS OF FLOOD HAZARD**
    - 0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
    - Future Conditions 1% Annual Chance Flood Hazard Zone X
    - Area with Reduced Flood Risk due to Levee. See Notes. Zone X
    - Area with Flood Risk due to Levee Zone D
  - OTHER AREAS**
    - NO SCREEN Area of Minimal Flood Hazard Zone X
    - Effective LOMRs
    - Area of Undetermined Flood Hazard Zone
  - GENERAL STRUCTURES**
    - Channel, Culvert, or Storm Sewer
    - Levee, Dike, or Floodwall
  - OTHER FEATURES**
    - 20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
    - 17.5 Coastal Transect
    - Base Flood Elevation Line (BFE)
    - Limit of Study
    - Jurisdiction Boundary
    - Coastal Transect Baseline
    - Profile Baseline
    - Hydrographic Feature
  - MAP PANELS**
    - Digital Data Available
    - No Digital Data Available
    - Unmapped
- The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.



This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 4/14/2022 at 7:56 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



**ORDINANCE NO. 1257**

**AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING APPENDIX C, SCHEDULE OF LAND DEVELOPMENT REGULATION FEES AND CHARGES, LAND DEVELOPMENT REGULATIONS OF THE CODE OF ORDINANCES; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, applications for joinders of parcels typically require substantially less technical review and are typically associated with less possibilities for negative zoning effects than a subdivision plat review or a de minimis subdivision; and

**WHEREAS**, the City Council of the City of Okeechobee, Florida, finds that it is in the best interest of the City's residents and businesses to amend Appendix C of the City of Okeechobee Land Development Regulations to lower the cost of joinder applications to an appropriate level which more accurately reflects the cost of processing those applications; and

**WHEREAS**, the Planning Board for the City of Okeechobee, Florida, acting as the Local Planning Agency, reviewed and discussed the proposed amendments, also known as Land Development Regulation Text Amendment Application No. 22-002-TA, at a duly advertised Public Hearing held on June 16, 2022, and based on findings of fact by the Planning Staff, hereby recommends certain changes, amendments or modifications to the Code of Ordinances, to present to the City Council for ordinance adoption and codification; and

**WHEREAS**, the City Council for the City of Okeechobee, Florida, considered the recommendations by the Planning Board, concludes that enacting such amendments to be in the best interest of its citizens of said City, that said amendments are necessary and appropriate to make the Land Development Regulations more consistent and responsive to the needs of the City and its citizens.

**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: Recitals Adopted.** Each of the above stated recitals is true and correct and incorporated herein by this reference:

**SECTION 2: Amendment and Adoption to Land Development Regulations Appendix C.**

That the City Council for the City of Okeechobee, Florida, amends herein Part II of the Code of Ordinances, Subpart B-Land Development Regulations, providing for amendments to Appendix C-Schedule Of Land Development Regulation Fees and Charges as follows:

**APPENDIX C - SCHEDULE OF LAND DEVELOPMENT REGULATION FEES AND CHARGES**

\*\*\*\*\*

Fee Schedule:

\*\*\*\*\*

- 19. Applications for De Minimis or Joinder of parcels or lots .....500.00
  - a) Applications for Joinder .....\$100.00
  - b) Applications for De Minimis Subdivision .....\$500.00
  - c) Applications for Platted Parcel Split .....\$500.00 plus \$25.00 per acre
- 20. Parking reduction petition .....250.00
- 21. Holding zoning district boundary change (rezoning) .....600.00 plus \$20.00 per acre [2]
- ~~22. Platted Parcel Split .....\$500.00 plus \$25.00 per acre~~

**SECTION 3: CONFLICT.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 4: INCLUSION IN THE CODE.** It is the intention of the City Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Okeechobee.

**SECTION 5: SEVERABILITY.** If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

**SECTION 6: EFFECTIVE DATE.** This Ordinance shall take effect immediately upon its passage.

**INTRODUCED** for First Reading and set for Final Public Hearing on this 7<sup>th</sup> day of **July 2022**.

ATTEST:

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

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

**PASSED AND ADOPTED** after Second and Final Public Hearing this 2<sup>nd</sup> day of **August 2022**.

ATTEST:

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

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

**REVIEWED FOR LEGAL SUFFICIENCY:**

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



**CITY OF OKEECHOBEE, FLORIDA**  
**PLANNING BOARD MEETING**  
**JUNE 16, 2022**  
**SUMMARY OF BOARD ACTION**

**I. CALL TO ORDER**

Chairperson Hoover called the regular meeting of the Planning Board for the City of Okeechobee to order on Thursday, June 16, 2022, at 6:01 P.M. in the City Council Chambers, located at 55 Southeast Third Avenue, Room 200, Okeechobee, Florida followed by the Pledge of Allegiance.

**II. ATTENDANCE**

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

**III. AGENDA**

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

**IV. MINUTES**

- A. Motion by Member Baughman, seconded by Member Brass to dispense with the reading and approve the May 19, 2022, Regular Meeting minutes. **Motion Carried Unanimously.**

**V. CHAIRPERSON HOOVER OPENED THE PUBLIC HEARING AT 6:03 P.M.**

- A. Land Development Regulation (LDR) Text Amendment No. 22-002-TA, which proposes to amend items 19 and 22 of Appendix C, Schedule of LDR Fees and Charges.
  - 1. City Planning Consultant Ben Smith with Morris-Depew Associates, Inc. reviewed the Planning Staff Report explaining the reason for the request to reduce the fees charged for Joinder applications.
  - 2. There were no public comments offered.
  - 3. There were no Ex-Parte disclosures offered.
  - 4. Motion by Member Baughman, seconded by Member Brass to recommend the City Council approve LDR Text Amendment No. 22-002-TA as presented in [Exhibit 1.] **Motion Carried Unanimously.** The recommendation will be forwarded to the City Council for consideration at Public Hearings tentatively scheduled for July 5, 2022, and August 2, 2022.
- B. Comprehensive Plan Small Scale Future Land Use Map (FLUM) Amendment Application No. 22-004-SSA, to reclassify from Multi-Family (MF) Residential to Commercial (C) on 4.21± acres located in the 1000 block of the East side of South Parrott Avenue.
  - 1. City Planning Consultant Smith briefly reviewed the Planning Staff Report finding the requested C FLUM designation for the subject property reasonably compatible with adjacent uses, consistent with the urbanizing pattern of the area, and consistent with the City's Comprehensive Plan, therefore recommending approval. The Applicant is also submitting a concurrent request to rezone the property from Residential Single Family-One (RSF-1) to Heavy Commercial (CHV). For the record, a notation was made that the correct acreage amount for the application request should be 2.41± acres and not 4.21.
  - 2. Mr. Steven Dobbs, Consultant for the Property Owner, Anita Nunez, Registered Agent of Anita's Rental Properties, Inc. was present and available for questions. There were none.

City of Okeechobee  
 General Services Department  
 55 S.E. 3<sup>rd</sup> Avenue, Room 101  
 Okeechobee, Florida 39974-2903  
 Phone: (863) 763-3372, ext. 218  
 Fax: (863) 763-1686

Date: 5-23-22 Petition No. 22-002-TA  
 Fee Paid: N/A Jurisdiction: PB+CC  
 1<sup>st</sup> Hearing: 6-1-22 2<sup>nd</sup> Hearing: 7/5/22 & 8/2/22  
 Publication Dates: 6-1-22 & 7-20-22  
 Notices Mailed: N/A

**APPLICATION FOR TEXT AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS**

**APPLICANT INFORMATION**

1 Name of Applicant: City of Okeechobee  
 2 Mailing address: 55 SE 3rd Avenue  
 3 E-mail address:  
 4 Daytime phone(s):

5 Do you own residential property within the City?  Yes  No  
 If yes, provide address(es)

6 Do you own nonresidential property within the City?  Yes  No  
 If yes, provide address(es)

**REQUEST INFORMATION**

7 Request is for:  Text change to an existing section of the LDRs  
 Addition of a permitted use  Deletion of a permitted use  
 Addition of a special exception use  Deletion of a special exception use  
 Addition of an accessory use  Deletion of an accessory use

8 Provide a detailed description of text changes to existing section(s) showing deletions in ~~strikeout~~ and additions in underline format. (This description may be provided on separate sheets if necessary.)  
 Please see attached proposed Ordinance/Staff Report  
 Amend items 19 and 22 of Appendix C, Schedule of LDR Fees and Charges

Provide a detailed listing of use(s) to be added or deleted and the zoning district(s) and section(s) to be changed. (This description may be provided on separate sheets if necessary.)

N/A Please see attached proposed Ordinance / Staff Report

9

**REQUIRED ATTACHMENTS**

10

Non-refundable application fee of \$500  
Note: Resolution No. 98-11 Schedule of Land Development Regulation Fees and Charges -  
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.

**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

City of Okeechobee  
City Planner

Printed Name

City of Okeechobee

Date

5-23-22

For questions relating to this application packet, call General Services Dept. at (863)-763-3372, Ext. 218

# 22-002-TA

## Text Amendment Staff Report



*Prepared for The City of Okeechobee*

## Description of Proposed Text Amendment

City staff has identified that the City's current fee for Joinder Applications is not warranted. Applications for Joinders of parcels or lots typically require substantially less technical review and are typically associated with lower chances of negative zoning effects than a subdivision plat review or a de minimis subdivision. Thus, the associated fees should appropriately reflect the level of staff investment and staff is recommending that the city reduce the application fee for Joinder Applications from \$500.00 to \$100.00. Doing so will also provide a financial incentive for prospective applicants to abide by the City's established application process for joinders. The proposed text amendment is limited to Appendix C of the City's Land Development Code as shown below. If approved, staff will also update the Joinder Application accordingly.

### APPENDIX C - SCHEDULE OF LAND DEVELOPMENT REGULATION FEES AND CHARGES

\* \* \* \* \*

#### *Fee Schedule:*

\* \* \* \* \*

19. ~~Applications for De Minimis or Joinder of parcels or lots .....500.00~~
  - a) Applications Joinder .....\$100.00
  - b) Applications for De Minimis Subdivision .....\$500.00
  - c) Applications for Platted Parcel Split .....\$500.00 plus \$25.00 per acre
20. Parking reduction petition .....250.00
21. Holding zoning district boundary change (rezoning) .....600.00 plus \$20.00 per acre <sup>[2]</sup>
22. ~~Platted Parcel Split .....\$500.00 plus \$25.00 per acre~~

Submitted by:



Ben Smith, AICP  
Director of Planning  
June 7, 2022

Okeechobee Planning Board Hearing: June 16, 2022

## RESOLUTION NO. 2022-04

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**, 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, 2022**, 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 No. 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 **\$463,878.72** and that this cost will be apportioned among customers at an estimated Assessment Rate for the upcoming Fiscal Year in the annual sum of **\$366.00**.

**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, 2023**, 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, August 2, 2022**

**TIME: 5:00 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 **2<sup>nd</sup>** day of **August 2022**.

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

**ATTEST:**

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

**REVIEWED FOR LEGAL SUFFICIENCY:**

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

## RESOLUTION NO. 2022-05

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 NO. 01-08; ADOPTING THE ANNUAL RATE RESOLUTION AS PERMITTED BY ORDINANCE NO. 784 FOR FISCAL YEAR 2022-23; 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 August 2, 2022, 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, 2022, and said Assessment is a non-ad valorem assessment; and

**WHEREAS**, the City has previously adopted a Preliminary Rate Resolution for Fiscal Year 2022-23 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 No. 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 **2022-23** 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, 2022**, and ending **September 30, 2023**, 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 **\$657,336.00**. 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 **2022-23** 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 No. 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 **2022-23** 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, 2022**, 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 **2022** is adopted as the Rate of Assessment for the **2022-23** 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 10-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 **2<sup>nd</sup>** day of **August 2022**.

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

**ATTEST:**

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

**REVIEWED FOR LEGAL SUFFICIENCY:**

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

**RESOLUTION NO. 2022-05**  
**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 <u>2022</u> :	<u>\$366.00</u>
The maximum amount to be levied in the year <u>2023</u> :	<u>\$384.30</u>
The maximum amount to be levied in the year <u>2024</u> :	<u>\$403.51</u>
The maximum amount to be levied in the year <u>2025</u> :	<u>\$423.68</u>
The maximum amount to be levied in the year <u>2026</u> :	<u>\$436.39</u>
The maximum amount to be levied in the year <u>2027</u> :	<u>\$458.20</u>
The maximum amount to be levied in the year <u>2028</u> :	<u>\$481.11</u>

The total annual revenue to be collected by this assessment for FY <u>2022-23</u> is:	<u>\$657,336.00</u>
The estimated total annual revenue to be collected by this assessment for FY <u>2023-24</u> :	<u>\$690,202.80</u>
The estimated total annual revenue to be collected by this assessment for FY <u>2025-26</u> :	<u>\$724,703.96</u>
The estimated total annual revenue to be collected by this assessment for FY <u>2026-27</u> :	<u>\$760,929.28</u>
The estimated total annual revenue to be collected by this assessment for FY <u>2027-28</u> :	<u>\$783,756.44</u>
The estimated total annual revenue to be collected by this assessment for FY <u>2028-29</u> :	<u>\$822,927.20</u>
The estimated total annual revenue to be collected by this assessment for FY <u>2029-30</u> :	<u>\$864,073.56</u>



**Carr, Riggs & Ingram, LLC**  
215 Baytree Drive  
Melbourne, FL 32940  
  
321.255.0088  
321.259.8648 (fax)  
CRlcpa.com

July 12, 2022

Mayor and Commissioners  
City of Okeechobee  
55 S.E. Third Avenue  
Okeechobee, FL 34974

We are pleased to confirm our understanding of the services we are to provide the City of Okeechobee, Florida for the year ending September 30, 2022.

### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City of Okeechobee, Florida as of and for the year ending September 30, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Okeechobee, Florida's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Okeechobee, Florida's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Required supplementary pension and other postemployment benefit information
- 3) Budgetary comparison schedules for certain governmental funds

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Okeechobee, Florida's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- 1) Schedule of expenditures of Federal Awards and State Financial Assistance.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1) Introductory section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditors' report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of Federal Awards and State Financial Assistance that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and State Financial Assistance* (Uniform Guidance) and the Florida Single Audit Act as promulgated in Chapter 10.550 of the Rules of the Auditor General.

**Auditors' Responsibilities for the Audit of the Financial Statements and Single Audits**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance and the Florida Single Audit Act, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance and the Florida Single Audit Act, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or

to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk of material misstatement as part of our audit planning:

- Improper revenue recognition in accounts receivable and revenue due to fraud risk

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and the Florida Single Audit Act, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and the Florida Single Audit Act.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, the Uniform Guidance and the Florida Single Audit Act.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Okeechobee, Florida's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*. The Uniform Guidance and the Florida Single Audit Act requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of Federal Awards and State Financial Assistance applicable to major programs or state awards. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Okeechobee, Florida's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City of Okeechobee, Florida's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the Florida Single Audit Act.



### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of Federal Awards and State Financial Assistance, and related notes of the City of Okeechobee, Florida in conformity with accounting principles generally accepted in the United States of America, the Uniform Guidance and the Florida Single Audit Act based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services and any other non-attest services in accordance with applicable professional standards. The other services are not limited to the financial statements, schedule of expenditures of Federal Awards and State Financial Assistance, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of Federal Awards and State Financial Assistance, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of Federal Awards and State Financial Assistance, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of Federal Awards and State Financial Assistance, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Responsibilities of Management for the Financial Statements and Single Audits**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over Federal Awards and State Financial Assistance, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of Federal Awards and State Financial Assistance, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal and state statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of Federal Awards and State Financial Assistance, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements,

such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance and the Florida Single Audit Act; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of Federal Awards and State Financial Assistance; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance and the Florida Single Audit Act, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of Federal Awards and State Financial Assistance; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all Federal Awards and State Financial Assistance received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of Federal Awards and State Financial Assistance (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance and the Florida Single Audit Act. You agree to include our report on the schedule of expenditures of Federal Awards and State Financial Assistance in any document that contains, and indicates that we have reported on, the schedule of expenditures of Federal Awards and State Financial Assistance. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of Federal Awards and State Financial Assistance that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of Federal Awards and State Financial Assistance in accordance with the Uniform Guidance and the Florida Single Audit Act; (2) you believe the schedule of expenditures of Federal Awards and State Financial Assistance, including its form and content, is stated fairly in accordance with the Uniform Guidance and the Florida Single Audit Act; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant

assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of Federal Awards and State Financial Assistance.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

#### **Compliance with Chapter 10.550, *Rules of the Auditor General***

The financial audit will include examinations pursuant to *AICPA Professional Standards*, AT-C Section 315, as outlined in Appendix A. These services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services outlined in Appendix A in accordance with *AICPA Professional Standards*, AT-C Section 315. At the conclusion of the engagement you agree to provide us with certain written representations in the form of a representation letter.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of Federal Awards and State Financial Assistance, summary schedule of prior audit findings, auditor's reports, and corrective action

plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Carr, Riggs & Ingram, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Florida Auditor General or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Carr, Riggs & Ingram, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Federal and State granting agencies and the Florida Auditor General. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

To ensure that Carr, Riggs & Ingram, LLC's independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Deborah A. Goode is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for the audit will be \$34,000 and an additional \$4,500 per year if a State Single Audit is required and \$4,500 per year if a Federal Single Audit is required, which includes out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.).

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

By mutual agreement of both parties, this contract can be extended beyond this initial contract period.

## **Reporting**

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Mayor and Commissioners of the City of Okeechobee, Florida. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance and the Florida Single Audit Act report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and the Florida Single Audit Act. Both reports will state that the report is not suitable for any other purpose.

## **Dispute Resolution**

In the event of a dispute between the parties which arises out of or relates to this contract or engagement letter, the breach thereof or the services provided or to be provided hereunder, if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation or other dispute resolution procedure, they will first try, in good faith, to resolve the dispute through non-binding mediation. All parties agree that an alternative form of dispute resolution shall not be undertaken by either party until the expiration of fifteen (15) calendar days following notice being provided to the other party indicating that the dispute cannot be settled through mediation. The mediation will be administered by the American Arbitration Association under its *Dispute Resolution Rules for Professional Accounting and Related Services Disputes*. The costs of any mediation proceedings shall be shared equally by all parties.

## **LIMITATION OF LIABILITY**

EXCEPT AS PROVIDED IN THIS AGREEMENT, CRI SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE OR ANCILLARY DAMAGES OF ANY KIND ALLEGED AS A RESULT OF ANY CAUSE OF ACTION FROM THIS AGREEMENT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT OR OTHERWISE. UNLESS OTHERWISE STATED IN THIS AGREEMENT, BOTH CRI AND YOU AGREE THAT THE TOTAL CUMULATIVE LIABILITY OF CRI (INCLUDING ITS EMPLOYEES, DIRECTORS, OFFICERS OR AGENTS), SHALL NOT EXCEED THE AMOUNT OF FEES EARNED BY CRI RELATED TO THIS ENGAGEMENT DURING THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, AS SUCH AMOUNT SHALL SERVE AS A REASONABLE PROSPECTIVE ESTIMATE OF ANY DAMAGES WHICH YOU MAY SUFFER THROUGH ANY BREACH BY CRI OF THE TERMS OF THIS AGREEMENT, AS SUCH DAMAGES MAY BE SPECULATIVE OR IMPOSSIBLE TO CALCULATE. IF THERE ARE UNPAID FEES OWED TO CRI, THIS CUMULATIVE LIABILITY WILL BE REDUCED BY THE VALUE OF THE UNPAID FEES WITH NO ADDITIONAL INTEREST OR CHARGES, AS CRI RETAINS THE RIGHT TO OFFSET ANY SUMS CLAIMED AS DUE AND OWED BY YOU, BY ANY SUMS TO WHICH

IT IS LEGALLY ENTITLED. THIS LIMITATION SHALL APPLY WHETHER OR NOT FURTHER DAMAGES ARE FORESEEABLE, OR WHETHER EITHER PARTY (OR ITS EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **Governing Law; Venue**

This agreement and performance hereunder shall be governed by the laws of the State of Alabama, without reference to any conflict of laws rules or principles. Any action or proceeding arising from or relating to this agreement must be brought in a state or federal court having jurisdiction in Coffee County, Alabama, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding and agrees to waive any defenses to venue and jurisdiction including *forum non conveniens*.

### **Statute of Limitations**

The parties agree that there shall be a one-year statute of limitation (from the delivery of the service or termination of the contract) for the filing of any requests for arbitration, lawsuit, or proceeding related to this agreement. If such a claim is filed more than one year, or the minimum durational period having been determined as permissible by applicable statutory law or by a court of competent jurisdiction, subsequent to the delivery of the service or termination of the contract, whichever occurs first in time, then it shall be precluded by this provision, regardless of whether or not the claim has accrued at that time.

### **Disclosure**

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account including service providers located outside of the United States. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. Furthermore, we will remain responsible for the work provided by any such third-party service providers. By signing this letter, you consent to allow us to disclose your financial information, if applicable, or other information to our service providers located abroad. If you want to limit the amount of information that may be disclosed to any third-party service provider, please notify us in writing as an attachment to this letter.

### **Electronic Data Communication and Storage and Use of Third Party Service Provider**

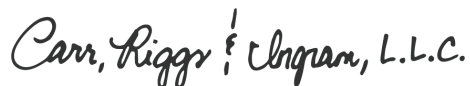
In the interest of facilitating our services to your company, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your company may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as, but not limited to, providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over, and shall not be responsible for, the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaborative, virtual workspace or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows CRI and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this acknowledgement and engagement letter, you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that CRI has no responsibility for the activities of its third-party vendors supplying these tools and agree to indemnify and hold CRI harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records. In the event you suffer a loss of any files or records due to accident, inadvertent mistake, or Act of God, copies of which you have provided to us pursuant to this agreement, we shall not be responsible or obligated to provide you a copy of any such file or record which we may retain in our possession.

We appreciate the opportunity to be of service to the City of Okeechobee, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,



**Carr, Riggs & Ingram, LLC**  
Melbourne, Florida

**RESPONSE:**

This letter correctly sets forth the understanding of the City of Okeechobee, Florida.

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Management Signature:

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Title:

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Date:

### **Compliance with Section 218.415, Florida Statutes**

We will also examine the City of Okeechobee, Florida's compliance with Florida Statute, 218.415 *Local Government Investment Policies* for the year ended September 30, 2022. The objective of our examination is to (1) obtain reasonable assurance about whether the City of Okeechobee, Florida complied, in all material respects, with Florida Statute, 218.415; and (2) to express an opinion as to whether the City of Okeechobee, Florida complied, in all material respects, with Florida Statute, 218.415.

Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express an opinion. We will issue a written report upon completion of our examination. Our report will be addressed to the Mayor and Commissioners of the City of Okeechobee, Florida. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from the engagement.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

You understand that the report is intended solely for the information and use of the Commissioners, management, and the State of Florida Auditor General, and are not intended to be and should not be used by anyone other than those specified parties.

We will plan and perform the examination to obtain reasonable assurance about whether the City of Okeechobee, Florida complied, in all material respects, with Florida Statute, 218.415. Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, or known and suspected fraud or noncompliance with laws or regulations, or internal control deficiencies that may exist. However, we will inform you of any known and suspected fraud and noncompliance with laws or regulations, internal control deficiencies identified during the engagement, and uncorrected misstatements that come to our attention unless clearly trivial.

We understand that you will provide us with the information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria, but the responsibility for the subject matter remains with you.

You are responsible for the presentation of whether the City of Okeechobee, Florida is in compliance with the specified requirements of Florida Statute, 218.415; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are responsible for, and agree to provide us with, a written assertion about whether you is in compliance with Florida Statute, 218.415. Failure to provide such an assertion will result in our withdrawal from the engagement. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the subject matter; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence.



## Memo

To: Gary Ritter, City Administrator  
From: David Allen, Public Works Director  
Date: 7/19/2022  
Re: Surplus obsolete fire equipment disposal request

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The Public Works Department is requesting permission to dispose of various pieces of outdated fire equipment by donating them to the Glades County Volunteer Fire Department. The items are outdated and are of very limited value. The return on investment of the time required to place these items on GovDeals is questionable and the items will be of value to the Glades County Volunteer Fire Department for training purposes. The items to be donated include:

- Various size hoses with ends missing
- MSA Firehawk SCBA (outdated)
- AED Defibtech Lifeline (obsolete)
- Bunker Gear (over 10yrs. old)
- SCBA Bottles
- Used Boots and other personal gear



To: David Allen, Director  
From: Kay Matchett, Administrative Secretary  
Date: July 21, 2022  
Re: Surplus Equipment

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The following is a list of miscellaneous items that are outdated, need repair, or most of it is approximately over 10 years old. These items can be used for training and practice purposes for new trainees. It has been recommended by Chief Smith that these items be donated to the Glades County Volunteer Fire Department, located in Buckhead Ridge.

- Several Duras Durublined hoses with ends removed
- Grapple Hook Ladder (1)
- Various size hose connectors, clamps, Akron Valve opener
- Equipment bag w/harness & clamps
- Projection Tripod, caution tape (6 rolls)
- Luxfer SCBA tanks (17)
- MSA Firehawk Mask's w/hoses
- MSA Regulation Harnesses (15)
- Fire Helmets (10)
- Old used bunker gear, boots, pants, jackets
- Bio Safety Protective Equipment w/charger (outdated)
- Hand tools, shovels, broom, gaff hook, axes, rubber mallet, crow bars, pry-bars
- AED Defibtech Lifeline (obsolete, no available parts for repair)



**Kay Matchett**

*Administrative Secretary*

*Public Works*

*e-mail: [kmatchett@cityofokeechobee.com](mailto:kmatchett@cityofokeechobee.com)*

*website: [www.cityofokeechobee.com](http://www.cityofokeechobee.com)*

*Mailing Address: 55 SE 3<sup>rd</sup> Avenue, Okeechobee FL 34974*

*Phone: (863) 763-3926 ext. 9791*

*Direct: (863) 763-9791*



**RESOLUTION NO. 2022-06**

**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 2022-2023; 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, 2022, to September 30, 2023, (rates below include 10 percent franchise fees):

Services	Component	End of Week	1x	2x	3x	4x	5x	6x	Extra Pick-Up
2 Cubic Yards	Total	\$ 81.21	\$ 150.93	\$ 280.96	\$ 396.95	\$ 512.90	\$ 628.87	\$ 744.86	\$ 70.76
3 Cubic Yards	Total	\$ 119.93	\$ 212.66	\$ 378.80	\$ 505.40	\$ 612.28	\$ 746.59	\$ 880.98	\$ 90.79
4 Cubic Yards	Total	\$ 149.53	\$ 259.41	\$ 453.20	\$ 581.10	\$ 742.06	\$ 886.52	\$ 1,035.36	\$ 98.67
6 Cubic Yards	Total	\$ 221.65	\$ 354.13	\$ 576.73	\$ 799.77	\$ 1,015.08	\$ 1,221.13	\$ 1,427.16	\$ 123.00
8 Cubic Yards	Total	\$ 265.06	\$ 420.41	\$ 682.74	\$ 926.08	\$ 1,169.46	\$ 1,408.51	\$ 1,649.76	\$ 139.72
<b>COMMERCIAL CANS</b>		<b>No. of Cans:</b>	1	2	3	4	5		<b>Extra Pick-Up</b>
		<b>Total:</b>	\$ 22.67	\$ 34.14	\$ 45.20	\$ 56.79	\$ 78.82	\$ 5.23	
<b>OPTIONAL SERVICES</b>	<b>Casters:</b>	\$ 14.98	per month maintenance						
	<b>Roll-out:</b>	\$ 14.97	per month per number of service days/week						
	<b>Lockbar:</b>	\$ 160.63	installation						
	<b>Lock/Unlock/Gate:</b>	\$ 21.41	monthly fee times the number of pick-ups/week						
<b>ROLL-OFF COLLECTION RATES – COLLECTION AND DISPOSAL</b>									
	<b>20 Yard</b>	<b>30 Yard</b>	<b>40 Yard</b>	<b>Compactor</b>					
<b>Total:</b>	\$ 369.90	\$ 390.24	\$ 410.53	\$ 410.53					
<b>Wasted Trip Charge:</b>			\$ 100.00						
<b>Monthly Charges/Two Haul Minimum:</b>			\$ 100.00						

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, 2022, to September 30, 2023, 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 1<sup>st</sup> day of October, 2022.

**INTRODUCED AND ADOPTED** in regular session this 2<sup>nd</sup> day of August 2022.

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Dowling R. Watford, Jr., Mayor

**ATTEST:**

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Lane Gamiotea, CMC, City Clerk

**REVIEWED FOR LEGAL SUFFICIENCY:**

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John J. Fumero, Esq., City Attorney

## SIXTH AMENDMENT TO FRANCHISE AGREEMENT

**THIS SIXTH AMENDMENT TO FRANCHISE AGREEMENT** is made by and between the **CITY OF OKEECHOBEE, FLORIDA**, a municipal corporation (“City”) and **WASTE MANAGEMENT INC. OF FLORIDA**, successor by merger to L.P. Sanitation, Inc., (“Contractor”).

### WITNESSETH

**WHEREAS**, the City and Contractor are parties to that certain Franchise Agreement dated July 7, 1987, which provides for solid waste collection services with the City boundaries (the “Franchise Agreement”); and

**WHEREAS**, the Franchise Agreement has been previously extended and modified; and

**WHEREAS**, the parties desire to extend the term and make additional modifications to the Franchise Agreement;

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

1. **Term of Franchise.** **Section 2** of the Franchise Agreement is deleted and replaced with the following:

Subject to the termination rights of the City, this franchise shall remain in full force and effect until September 30, 2026; provided furthermore, this franchise may thereafter be renewed for consecutive three (3) year periods upon mutually agreeable terms, conditions and limitations determined by agreement of the parties. Contractor shall give notice to the City of its desire to extend this franchise at the end of the term, which notice shall be delivered to the City by Certified Mail, Return Receipt Requested, not later than one hundred and eighty (180) days prior to termination. For purposes of such notification, the City’s address shall be: City Clerk, City of Okeechobee, 55 Southeast 3<sup>rd</sup> Avenue, Okeechobee, Florida 34974.

2. **Service – Garbage and Trash.**

**Section 3 (a)** of the Franchise Agreement is amended by adding the following language:

Contractor shall collect up to 4-cubic yards of bulk items once per week on a day scheduled by Contractor. All bulk items shall be of the size and weight so as to be handled by Contractor’s “clam truck”. Bulk materials in excess of 4-cubic yards shall be the responsibility of the resident/property owner to make immediate arrangements for removal within seven (7) calendar days. Resident/property owner may choose to self-haul, hire a private firm or contact the Contractor for an estimate. The Contractor shall not be responsible for nor have an obligation to collect, transport or dispose of debris or other waste material from a hurricane, severe storm or

other natural or man-made disaster unless the City enters into a written agreement with Contractor specifying the terms and compensation for such services.

**Section 3 (b)** of the Franchise Agreement is amended by adding the following language:

Overfilling mechanical containers presents safety and health risks to the residents of the City. In the event the Contractor determines during a collection event that a customer's mechanical container is overfilled with waste or recyclables, the Contractor shall take a digital photograph of the container in such a manner to present evidence of overfilling. For purposes of this Section, overfilling is defined as the container being overloaded so that the lid does not close securely and is displaced by at least ten (10) inches. The Contractor shall provide to the customer notice of such overfilling on the first occurrence of each month along with notification of the fees for each subsequent occurrence of overfilling. For each event of overfilling after the first event each month, the Contractor shall charge the customer \$150.00, not to exceed \$450.00 per month. In the event that any customer accrues overfilling charges of \$450.00 during a single month, the Contractor shall take reasonable steps to seek to increase the customer's service level by providing a larger container or increasing the frequency of service to avoid future overfilling charges.

4. **Collection Equipment.** **Section 6** of the Franchise Agreement is amended by adding the following language:

Automated Collection. To the extent practicable as determined by Contractor taking into consideration the availability of required equipment, containers, tools and other necessary or convenient items, the Contractor will endeavor to provide automated collection of waste materials and recyclables. To that end, Contractor shall endeavor to provide carts for residential single stream recycling collection and for residential yard waste collection together with the requisite collection vehicles within the third year of the term of this Franchise Agreement as amended by this Sixth Amendment.

5. **Public Records.** **Section 24** of the Franchise Agreement is amended by adding the following language:

The legislature has amended Florida Statutes Section 119.0701, to expand the obligation of local government to include into all contracts certain language that relates to public records, which is made a part of this contract.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE CITY OF OKEECHOBEE AT:**

**CITY CLERK'S OFFICE**  
**55 S.E. 3RD Avenue**  
**Okeechobee, FL 34972**  
**(863) 763-3372 ext. 215**  
**lgamiotea@cityofokeechobee.com**

The contractor shall adhere to Florida public records laws, including the following:

- a. Keep and maintain public records required by the City to perform the services, and upon request of the custodian of records for the City, provide the City with a copy of the requested records or allow the records to be copied or inspected within a reasonable time at a cost that does not exceed the cost allowed in Chapter 119 or as otherwise provided by law.
- b. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this contract term and following completion of the contract if the contractor does not transfer the records to the City.
- c. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the contractor or thereafter keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City Clerk, in a format that is compatible with the information technology systems of the City.

Noncompliance.

- a. A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the contractor of the request, and the contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time. A reasonable time is defined as within eight (8) business days.
- b. If the contractor does not comply with the request of the City for the records, the City shall enforce the contract provisions in accordance with the contract.
- c. If the contractor fails to provide the public records to the City within a reasonable time, the contractor may be subject to the penalties under Chapter 119.10.

Civil Action.

- a. If a civil action is filed against a contractor to compel production of public records relating to the City's contract for professional services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, If:
  - 1) The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
  - 2) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the City and to the contractor.
- b. A notice complies with the above if it is sent to the custodian of public records for the City and to the contractor at the contractor's address listed on its contract with the City, or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- c. A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

6. **Annual Review.** Section 29 of the Franchise Agreement is amended by adding the following language:

That the City approved annual commercial and residential rate schedules on July 19, 2022, which shall be incorporated into this renewal, until as amended at the annual rate resolution relating to the provision of solid waste collection and disposal services in 2022, and yearly thereafter for the term of this Agreement.

7. **Schedule A.** Schedule A of the Franchise Agreement, "Rates," is deleted and replaced with new Schedule A attached hereto.

8. **Other.** All provisions of the Agreement not specifically modified herein shall remain in full force and effect.

**IN WITNESS WHEREOF**, the undersigned set their hands and seals this \_\_\_\_ day of \_\_\_\_\_ 2022.



City of Okeechobee, Florida

Waste Management Inc. of Florida

by: \_\_\_\_\_  
DOWLING R. WATFORD, JR.,  
MAYOR

by: \_\_\_\_\_  
DAVID MYHAN  
Its President

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

APPROVED FOR LEGAL SUFFICIENCY:

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

**Residential Curbside Collection (per unit)**

New Rates	
Services	10/1/2022
Collection Total	\$ 27.73
Franchise Fee (10%)	\$ 2.77
<b>Total</b>	<b>\$ 30.50</b>

**Commercial Solid Waste Collection Rates- Collection and Disposal**

(rates below include 10% franchise fees)

Services	Component	EOW	1x	2x	3x	4x	5x	6x	XPU
2 Yard	Collection	\$ 73.83	\$ 137.21	\$ 255.42	\$ 360.87	\$ 466.28	\$ 571.70	\$ 677.14	\$ 64.33
	Franchise Fee (10%)	\$ 7.38	\$ 13.72	\$ 25.54	\$ 36.08	\$ 46.62	\$ 57.17	\$ 67.71	\$ 6.43
	<b>Total</b>	<b>\$ 81.21</b>	<b>\$ 150.93</b>	<b>\$ 280.96</b>	<b>\$ 396.95</b>	<b>\$ 512.90</b>	<b>\$ 628.87</b>	<b>\$ 744.86</b>	<b>\$ 70.76</b>
3 Yard	Collection	\$ 109.03	\$ 193.33	\$ 344.36	\$ 459.46	\$ 556.62	\$ 678.71	\$ 800.90	\$ 82.54
	Franchise Fee (10%)	\$ 10.91	\$ 19.33	\$ 34.43	\$ 45.94	\$ 55.66	\$ 67.88	\$ 80.08	\$ 8.25
	<b>Total</b>	<b>\$ 119.93</b>	<b>\$ 212.66</b>	<b>\$ 378.80</b>	<b>\$ 505.40</b>	<b>\$ 612.28</b>	<b>\$ 746.59</b>	<b>\$ 880.98</b>	<b>\$ 90.79</b>
4 Yard	Collection	\$ 135.94	\$ 235.83	\$ 412.00	\$ 528.28	\$ 674.61	\$ 805.92	\$ 941.23	\$ 89.70
	Franchise Fee (10%)	\$ 13.60	\$ 23.58	\$ 41.20	\$ 52.82	\$ 67.45	\$ 80.59	\$ 94.13	\$ 8.97
	<b>Total</b>	<b>\$ 149.53</b>	<b>\$ 259.41</b>	<b>\$ 453.20</b>	<b>\$ 581.10</b>	<b>\$ 742.06</b>	<b>\$ 886.52</b>	<b>\$ 1,035.36</b>	<b>\$ 98.67</b>
6 Yard	Collection	\$ 201.50	\$ 321.93	\$ 524.30	\$ 727.07	\$ 922.81	\$ 1,110.11	\$ 1,297.42	\$ 111.81
	Franchise Fee (10%)	\$ 20.15	\$ 32.20	\$ 52.43	\$ 72.70	\$ 92.28	\$ 111.02	\$ 129.74	\$ 11.18
	<b>Total</b>	<b>\$ 221.65</b>	<b>\$ 354.13</b>	<b>\$ 576.73</b>	<b>\$ 799.77</b>	<b>\$ 1,015.08</b>	<b>\$ 1,221.13</b>	<b>\$ 1,427.16</b>	<b>\$ 123.00</b>
8 Yard	Collection	\$ 240.96	\$ 382.19	\$ 620.67	\$ 841.90	\$ 1,063.15	\$ 1,280.46	\$ 1,499.78	\$ 127.02
	Franchise Fee (10%)	\$ 24.10	\$ 38.23	\$ 62.07	\$ 84.18	\$ 106.32	\$ 128.05	\$ 149.98	\$ 12.70
	<b>Total</b>	<b>\$ 265.06</b>	<b>\$ 420.41</b>	<b>\$ 682.74</b>	<b>\$ 926.08</b>	<b>\$ 1,169.46</b>	<b>\$ 1,408.51</b>	<b>\$ 1,649.76</b>	<b>\$ 139.72</b>

Commercial Cans	# of Cans >>>	XPU				
		1	2	3	4	5
1x/Week Svc	\$ 20.61	\$ 31.03	\$ 41.09	\$ 51.62	\$ 71.66	\$ 4.75
Franchise Fee (10%)	\$ 2.06	\$ 3.11	\$ 4.11	\$ 5.17	\$ 7.16	\$ 0.48
<b>Total</b>	<b>\$ 22.67</b>	<b>\$ 34.14</b>	<b>\$ 45.20</b>	<b>\$ 56.79</b>	<b>\$ 78.82</b>	<b>\$ 5.23</b>

Casters: \$ 14.98 per month maintenance  
 Roll-Outs: \$ 14.97 per month per number of service days/week  
 Lockbar: \$ 160.63 installation  
 Lock/Unlock/Gate: \$ 21.41 monthly fee x the number of pickups/week

**Rolloff Collection Rates - Collection & Disposal**

Rate per pull plus disposal Franchise Fee (10%) Total	20yrd		30yrd	40yrd	Compactor
		\$ 336.27	\$ 354.77	\$ 373.21	\$ 373.21
	\$ 33.63	\$ 35.48	\$ 37.32	\$ 37.32	\$ 37.32
<b>Total</b>	<b>\$ 369.90</b>	<b>\$ 390.24</b>	<b>\$ 410.53</b>	<b>\$ 410.53</b>	<b>\$ 410.53</b>

Wasted Trip Charge:	\$ 100.00
Monthly Charge< Two Haul Min:	\$ 100.00

**RESOLUTION NO. 2022-07**

**A RESOLUTION OF THE CITY OF OKEECHOBEE, FLORIDA; APPROVING THE EXECUTION OF A POST-PROJECT MAINTENANCE AGREEMENT BETWEEN THE CITY OF OKEECHOBEE AND THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Florida Department of Transportation (the "Department") has undertaken a project for the construction of a new stormwater sewer outfall system to help minimize flooding issues along State Road (SR) 15 (A/K/A Parrott Avenue/U.S. Highway 441) at Southwest (SW) 21<sup>st</sup> Street, as well as flooding issues along SW 21<sup>st</sup> Street within the City of Okeechobee, Florida ("City") right-of-way; and

**WHEREAS**, the Department is responsible for the construction, at its cost, of said stormwater sewer system along SW 21<sup>st</sup> Street which will connect to the new storm sewer outfall system; and

**WHEREAS**, the City has reviewed the Department's plans for the project and agrees to issue to the Department or Department's contractor a permit for the work within the City's public right-of-way; and

**WHEREAS**, the City desires to enter into a Post-Project Maintenance Agreement with the Department; and

**WHEREAS**, the City will be responsible, at its sole cost and expense, for the maintenance of the new stormwater sewer system within SW 21<sup>st</sup> Street right-of-way, including, but not limited to, any required pipe cleaning or replacements.

**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 President Officer for the City:

**SECTION 1.** The City Council hereby approves the Post-Project Maintenance Agreement between the City of Okeechobee and the Florida Department of Transportation, Financial Project No. 439032-1-52-01, and attached hereto as **Exhibit A**.

**SECTION 2.** If any section, subsection, sentence, clause, phrase or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or provision and such holding shall not affect the validity of the remaining portions or applications here.

**SECTION 3.** This Resolution shall become effective immediately upon its adoption.

**INTRODUCED AND ADOPTED** by the City Council of the City of Okeechobee, Florida on this 2<sup>nd</sup> day of August 2022.

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

ATTEST:

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

REVIEWED FOR LEGAL SUFFICIENCY:

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

# RESOLUTION NO. 2022-07, EXHIBIT A

FPID #439032-1-52-01  
POST-PROJECT MAINTENANCE AGREEMENT: City of Okeechobee  
Page 1 of 4

## TRANSPORTATION 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 post-project transportation enhancements described below.

### WITNESS

1. WHEREAS, pursuant to Fla. Stat. §339.08, and the Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21), the DEPARTMENT is authorized to undertake a project within the LOCAL AGENCY geographical limits; and
2. WHEREAS, said the project is identified and known to the parties as SR 15 from SW 21<sup>st</sup> St to SW 14<sup>th</sup> St., Financial Project # **439032-1-52-01** at the location shown in **Exhibit A**, attached and incorporated by reference 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. 2022-07, dated August 2, 2022, 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:

The DEPARTMENT has undertaken the project and obtained approval for state participation for drainage construction as shown in **Exhibit A** attached and incorporated by reference:

- The scope of the project consists of the construction of a new stormwater sewer outfall system to help minimize flooding issues along SR15 at SW 21<sup>st</sup> St., as well as, flooding issues along SW 21<sup>st</sup> St. within the City of Okeechobee's right-of-way.
- The DEPARTMENT is responsible for the construction, at its cost, of said stormwater sewer system along SW 21<sup>st</sup> St. which will connect to the new storm sewer outfall system as shown in **Exhibit A**. The existing LOCAL AGENCY drainage system along SW 21 St. will remain undisturbed during construction.
- The LOCAL AGENCY has reviewed the Department's plans for the project and agrees to issue to the Department (or Department's contractor) a permit for the work within the LOCAL AGENCY's public right-of-way as shown in **Exhibit A**.

- The LOCAL AGENCY will be responsible, at its sole cost and expense, for the maintenance of the new stormwater sewer system within SW 21<sup>st</sup> Street right-of-way, including, but not limited to, any required pipe cleaning or replacements as determined by the LOCAL AGENCY in accordance with City, County, State, and Federal requirements. The limits of LOCAL AGENCY maintenance will be west of Structure # 101 not including Structure # 103.
- The DEPARTMENT is responsible for the maintenance of the new stormwater sewer outfall system within the DEPARTMENT's right-of-way from Structure # 103 to the east along the proposed easement north of SW 21<sup>st</sup> St, including Structure # 103.

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, the City of Okeechobee has caused this Agreement to be executed on its behalf through its chairperson or designee, and THE FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed on 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

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

CITY OF OKEECHOBEE LEGAL  
REVIEW:

BY: \_\_\_\_\_  
DATE

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

ATTEST

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
DISTRICT ONE SECRETARY  
OR DESIGNEE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

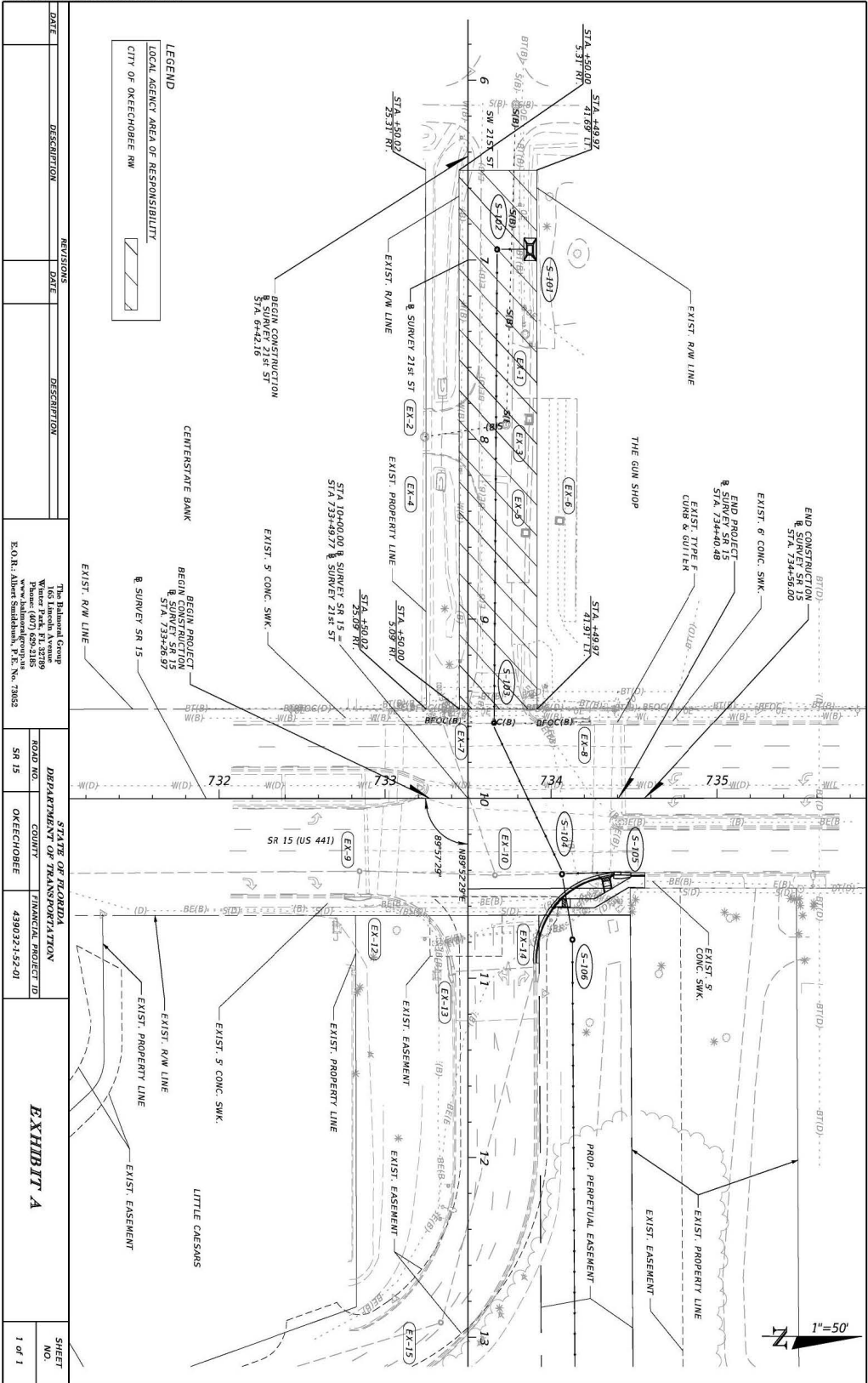
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DATE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

FLA DEPT. OF TRANS. LEGAL REVIEW:

BY: \_\_\_\_\_



NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

The Ballroom Group 166 Latham Avenue Tallahassee, FL 32309 www.ballroomgroup.com K.O.R.: Albert Soudadoun, P.E., No. 78052	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION COUNTY: OKEECHOBEE FINANCIAL PROJECT ID: 438032152-01	SR 15 OKEECHOBEE	EXHIBIT A	SHEET NO. 1 of 1
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FPID #438032-1-52-01  
 POST-PROJECT MAINTENANCE AGREEMENT: City of Okeechobee  
 Page 4 of 4

**PIGGYBACK AGREEMENT ADDENDUM NUMBER 5**

**BETWEEN**

**THE CITY OF OKEECHOBEE AND**

**OKEECHOBEE MEDICAL PROVIDERS, INC.**

**THIS PIGGYBACK AGREEMENT ADDENDUM NUMBER 5** (“Addendum”) is made by and between the CITY OF OKEECHOBEE (hereinafter the “CITY”), and OKEECHOBEE MEDICAL PROVIDERS, INC., a subsidiary of Treasure Coast Medical Associates (hereinafter “PROVIDER”).

**WHEREAS**, CITY desires to procure healthcare services with and through medical professionals duly licensed and qualified to provide such services and to manage and operate an employee health center; and,

**WHEREAS**, Okeechobee County entered into a contract with PROVIDER on or about October 1, 2020 (hereinafter collectively “County Agreement”); and,

**WHEREAS**, CITY originally entered into an piggyback agreement with PROVIDER on or about October 3, 2017 and has extended said agreement thereafter through various addenda (hereinafter, the piggyback agreement and addenda shall be referred to collectively as the “Piggyback Agreement”).

**WHEREAS**, Certain CITY employees presently do not to participate in the group health insurance plan through the group health insurance provided through the CITY due to cost issues.

**WHEREAS**, the Piggyback Agreement may enable certain CITY employees and their eligible dependents to participate in the medical services with PROVIDER.

**WHEREAS**, as described in the Piggyback Agreement, the fees would be through payroll deduction, or if retired, fees must be paid prior to the 25th of the month, for benefits to be paid for the following month. For those employees not participating in employee health insurance the city will pay the monthly fee.

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

- 1. Recitals.** The above recitals are true and correct and are incorporated into this Addendum by reference.
- 2. Terms and Conditions.** This Addendum shall, except as otherwise stated herein, be subject to the terms and conditions of the County Agreement, which is attached



and incorporated herein as **Exhibit A**, and the Piggyback Agreement, which is attached and incorporated herein as **Exhibit B**.

3. **Effective Date.** This Addendum shall become effective on August 14, 2022
4. **Term.** This Addendum shall remain effective for a period of one (1) year, with an expiration date of August 13, 2023.
5. **Termination.** The parties adopt and incorporate the provisions of Section 3.2 of the County Agreement into this Addendum as the method of termination.
6. **Extensions.** This Addendum may be extended, from time to time, utilizing an addendum.
7. **Public Records.** Pursuant to Florida Statutes § 119.0701, to the extent PROVIDER is performing services on behalf of the CITY, PROVIDER shall adhere to the Florida public records laws as set forth in **Exhibit B**, Section 7.
8. **Reimbursable Operating Expenses. Exhibit C**, attached hereto and incorporated by reference, sets forth the Reimbursable Operating Expenses applicable to participants.
9. **Monthly Administration Fee. Exhibit D**, attached hereto and incorporated by reference, sets forth the Monthly Administration Fee.

**IN WITNESS WHEREOF**, the CITY and PROVIDER have made and executed this Addendum to the Piggyback Agreement.

**AS TO THE CITY:**

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

**ATTEST:**

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

**REVIEWED FOR LEGAL SUFFICIENCY:**

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

**AS TO THE PROVIDER**

\_\_\_\_\_  
Dr. Jonathan M. Adelberg MD, FAEP  
President, Okeechobee Medical  
Providers, Inc.

**WITNESSES:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature



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OKEECHOBEE BOARD OF COUNTY  
COMMISSIONERS,  
CLERK OF THE COURT, SUPERVISOR OF  
ELECTIONS, SHERIFF, PROPERTY APPRAISER,  
AND TAX COLLECTOR

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Okeechobee County  
Employee Health  
Center  
CONTRACT

AUGUST 13, 2020  
OKEECHOBEE MEDICAL PROVIDERS, INC.  
3405 NW Federal Highway Jensen Beach, FL 34957

EXHIBIT A

## **OKEECHOBEE COUNTY EMPLOYEE HEALTH CENTER AGREEMENT**

**THIS OKEECHOBEE COUNTY EMPLOYEE HEALTH CENTER AGREEMENT (the "Agreement") is made by and between Okeechobee Medical Providers, INC., a Florida corporation and subsidiary of Treasure Coast Medical Associate's Inc, with an address of 3405 NW Federal Highway, Jensen Beach, FL 34957 ("Provider"), and the OKEECHOBEE COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida (individually "BOARD OF COUNTY COMMISSIONERS"), OKEECHOBEE COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER, a Constitutional Officer of the State of Florida (individually the "Clerk"), OKEECHOBEE COUNTY SUPERVISOR OF ELECTIONS, a Constitutional Officer of the State of Florida (individually "Supervisor"), OKEECHOBEE COUNTY SHERIFF, a Constitutional Officer of the State of Florida (individually "Sheriff"), OKEECHOBEE COUNTY PROPERTY APPRAISER, a Constitutional Officer of the State of Florida (individually "Property Appraiser"), and OKEECHOBEE COUNTY TAX COLLECTOR, a Constitutional Officer of the State of Florida (individually "Tax Collector"), with a mailing address of 304 NW 2nd Street Okeechobee, FL 34972 ( collectively the "County").**

### **RECITALS:**

**WHEREAS, Okeechobee County seeks to provide access to quality health care and to improve the health and wellness of its employees and other eligible persons through the provision of central services at its Employee Health Center located at (TCMA Urgent Care Facility Okeechobee, FL); and**

**WHEREAS, Okeechobee County specifically wishes to offer urgent care, primary care, and occupational health services including but not limited to evaluation and treatment of work related injuries and illnesses, occupational health exams, health assessments, call support, immunizations, injections, exams and screenings, prescription dispensing, disease management and primary case management at Okeechobee County Employee Health Center to its employees and other eligible persons; and**

**WHEREAS, Provider is a provider of health care services and employs or contracts with Medical Professionals duly licensed and qualified to provide such services and to manage and operate Okeechobee County's Employee Health Center; and**

**WHEREAS, it is the desire of the parties hereto to enter into a contractual agreement whereby Provider will provide central and management services under the terms and conditions herein.**

**NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the parties hereto do agree as follows.**

## DEFINITIONS

“**Administrative Fee**” shall have the meaning set forth in Section 4.1.

“**Central Services**” or “**Services**” shall have the meaning set forth in Section 1.1.

“**Covered Persons**” shall mean (i) Eligible Employees, (ii) Eligible Dependents (spouses and children), and (iii) Retirees.

“**Effective Date**” shall have the meaning set forth in Section 3.1.

“**Eligible Dependent**” means an individual enrolled as a qualified dependent of a Okeechobee County employee or COBRA participant currently participating in the Okeechobee County’s health insurance plan for General Employees. The minimum age shall be established by Provider based upon the Medical Professionals’ expertise but in any event the minimum age established shall not be less than 3 months old.

“**Eligible Employee**” means a current, regular status employee or COBRA participant who is currently participating in Okeechobee County’s health insurance plans. An eligible employee is also an employee or dependent that is not participating in Okeechobee County’s health insurance plan but does pay Okeechobee County to utilize TCMAi Urgent Care facilities.

“**EHR**” shall mean Provider’s electronic health records system.

“**HIPAA**” shall mean the Health Insurance Portability and Accountability Act of 1996, as amended.

“**Management Services**” shall have the meaning set forth in Section 1.2.

“**Medical Assistant**” shall mean a certified medical assistant and x-ray technician duly licensed in the State of Florida to provide medical assistance to the Medical Professionals.

“**Medical Professionals**” shall mean a Physician, Physician Assistant, Nurse Practitioner, as described herein, or other professional duly licensed in the State of Florida to provide medical services.

“**Nurse Practitioner**” shall mean an Advanced Registered Nurse Practitioner (“ARNP”) appropriately licensed within the State of Florida operating within the scope of their license.

“**Personnel**” shall collectively refer to the Medical Professionals and any support personnel.

“**Physician**” shall mean a board certified or board eligible Medical Doctor (“M.D.”) or Doctor of Osteopathic Medicine (“D.O.”) appropriately licensed in the State of Florida operating within the scope of their license and licensed to dispense pre-packaged medications.

“**Physician Assistant**” means a Physician Assistant appropriately licensed within the State of Florida operating within the scope of their license.

**“Prospective Employees”** shall mean post offer applicants for employment with the Okeechobee County who are eligible to receive pre-employment physicals and drug testing at the Okeechobee County’s Employee Health Center.

**“Protected Health Information”** or **“PHI”** shall mean information as defined by the Health Insurance Portability and Accountability Act of 1996, as amended, and by all federal and state privacy requirements.

**“Reimbursable Operating Expenses”** shall have the meaning set forth in **Exhibit E**.

**“Services”** shall refer collectively to the Central Services and the Management Services.

**“Supplies”** shall mean the supplies reasonably necessary for the delivery of the Central Services including but not limited to pharmaceuticals, dressings, bandages, syringes, blood draw supplies, patient forms, and information.

**“Workers’ Compensation Services”** shall mean services provided in accordance with Chapter 440, Florida Statutes.

## **ARTICLE I COVENANTS AND RESPONSIBILITIES OF PROVIDER**

1.1 **Central Services.** Provider shall provide those central services set forth in the Scope of central services attached hereto as **Exhibit A** and incorporated herein (**“Central Services”**).

- a. **Workers’ Compensation.** The central services shall include Worker’s Compensation services provided that prior to treating Okeechobee County employees for injuries on the job, Provider shall establish written protocols in compliance with Chapter 440, Florida Statutes. Provider shall provide the protocols to the Okeechobee County’s Project Representative for Okeechobee County’s review prior to the Effective Date of this Agreement. Any fines or assessments issued by the State of Florida to either Okeechobee County or Provider for failure to comply with Section 440.13, Florida Statutes, shall be the responsibility of Provider.
- b. **Physicals and Drug Screens.** Provider shall, in consultation with Okeechobee County’s Project Representative and Risk Manager, develop minimum standards for all physicals and drug screening. The minimum standard for pre-employment physical results will be; 4 business days from the day the employee comes to Okeechobee County’s Employee Health Clinic for the evaluation. The drug screening results minimum standard will be 4 business days, depending on the need of the drug screen being sent out to a lab for the chain of custody process. Copy of Physical Form attached hereto as **Exhibit G**.

- c. Claims. All Division of Worker's Compensation claim required forms shall be sent to Okeechobee County's Risk Management and Okeechobee County's third party administrator by end of Okeechobee County's Employee Health Center's business day. Results of all drug and alcohol testing in connection with Worker's Compensation claims must be sent to Okeechobee County's Risk Management by end of Okeechobee County's Employee Health Center's business day. Provider acknowledges that Okeechobee County desires to accommodate any and all temporary physical restrictions placed on an employee.
- d. Laboratory Testing. The procedure for any tests that cannot be provided at Okeechobee County's Employee Health Center will be; The patient will be given a prescription for the test to be taken to a lab that is an in-network with the patient's Health Plan to avoid any out of pocket expense for Okeechobee County or for the patient.

1.2 Management Services. Provider shall provide those management and administrative services necessary for the effective and efficient operation of Okeechobee County's Employee Health Center, subject to the reasonable policies set forth by Okeechobee County, as more specifically described in the Scope of Management Services attached hereto as Exhibit B and incorporated in this Agreement ("**Management Services**"). As part of the Management Services, Provider shall administer Health Risk Assessments to all Okeechobee County employees and will offer the programs to Eligible Employees at no additional cost.

1.3 Licensing. Provider shall obtain and maintain in good standing all licenses required to provide the Services at Okeechobee County's Employee Health Center at the sole cost of the Provider.

1.4 Personnel.

- a. Provider will provide a sufficient number of Medical Professionals and/or support personnel as needed, based on number of visits, to perform the Central Services for Okeechobee County's Employee Health Center. Staffing for Okeechobee County's Employee County Health Center shall include a Physician, and or Nurse Practitioner/Physician's Assistant, Medical Assistant/BXMO or Radiology Tech and Receptionist.

1.5 Standards of Medical Professional's Performance. Provider shall contract with the Medical Professionals such that all Medical Professionals providing services at Okeechobee County's Employee Health Center are obligated to perform or deliver the following:

- a. The Medical Professionals shall determine their own means and methods of providing the Services with oversight and quality control functions performed by Provider.
- b. Referrals by the Medical Professionals for additional medical care shall be made according to evidence based medicine and best practice protocols and will be tracked through Provider's Electronic Medical Records Program. Unless patient preferences

dictate otherwise, the Medical Professionals shall use their best efforts to utilize the providers in Okeechobee County's applicable health plan networks or Okeechobee County's Third Party Administrator's provider network for Workers' Compensation, as applicable, taking into account geographical convenience for the employee.

- c. The Medical Professionals shall comply with all applicable laws and regulations with respect to the licensing and regulations of medical professionals.
- d. The Medical Professionals shall provide the Services in a manner consistent with all applicable laws and regulations and in a professional manner consistent with medical services provided in the community.
- e. The Medical Professionals shall maintain, during the term of this Agreement, appropriate credentials including (i) a duly issued and active license to practice medicine in the State of Florida without limitation or restriction; (ii) good standing with his or her profession and state professional association; (iii) the absence of any license restriction, revocation or suspension; (iv) the absence of any involuntary restriction placed on his or her federal Drug Enforcement Administration ("DEA") registration; and (v) the absence of any conviction of a felony.
- f. In the event that any Medical Professional (i) has his or her license restricted, revoked or suspended, (ii) has an involuntary restriction placed on his or her federal DEA registration, (iii) is convicted of a felony; or (iv) is no longer in good standing with his or her profession and/or state, Provider shall immediately remove that Medical Professional and replace such Medical Professional with another Medical Professional that meets the requirements of this Agreement. Provider shall replace any Medical Assistant who has his or her professional license, restricted, revoked or suspended, is convicted of a felony, or is no longer in good standing with his or her professional or state professional or state licensing authority.
- g. Provider shall require the Medical Professional to ensure that any Medical Assistant complies with the requirements of this Section 1.5.

1.6 Training and Expertise. Provider represents and warrants that the person or persons performing the Services specified herein have the requisite training, licenses, and expertise necessary to fully and satisfactorily complete their obligations hereunder. Provider agrees that if further training or expertise is or becomes necessary or is required to fully and satisfactorily complete their obligations that Provider, or the person or persons employed by Provider, shall obtain such training, licenses, or expertise. This provision shall not apply to the costs of any continuing education included as a Benefit. Provider further acknowledges that Okeechobee County shall have no responsibility or duty to provide any such training, licenses or expertise for Provider which may be necessary or required of Provider in order to fully and satisfactorily complete its obligations, and that any fees in connection therewith shall be borne solely by Provider, and not Okeechobee County. Prior to commencement of the Services under this Agreement, Provider shall provide to Okeechobee County reasonable evidence of the

qualifications of such Personnel. Provider will ensure that all Personnel complete and pass background checks to verify licensing and training.

1.7 Quality of Work. Provider represents and warrants that:

- a. the Services to be performed under this Agreement shall be accomplished in a professional and competent manner consistent with the level of care and skill ordinarily exercised in the trade under similar circumstances.
- b. all deliverables and Services provided under this Agreement will be of merchantable quality and fit for the particular purposes of Okeechobee County.
- c. Provider will comply with all applicable federal, state and local laws, rules, regulations and orders in connection with the performance of its obligations hereunder.
- d. Provider shall establish protocols for the operation of Okeechobee County's Employee Health Center for use by the Personnel and shall, upon request, provide such protocols to Okeechobee County. Such protocols shall remain the proprietary information of Provider and shall be returned to Provider after the expiration or earlier termination of this Agreement; and

1.8 Hours of Operation. Provider shall provide the Services at Okeechobee County's Employee Health Center a minimum of sixty-eight (68) hours per week in accordance with the schedule attached hereto as Exhibit D. Any modifications to the operating schedule based on demand are subject to Okeechobee County's prior written approval. A minimum of at least one of the Physician, Physician Assistant or Nurse Practitioner shall always be on site that the facility is open.

1.9 Eligibility. Eligibility to receive Central Services is limited to Covered Persons. Provider shall verify that a person coming to Okeechobee County's Employee Health Center is a Covered Person and Okeechobee County shall require Covered Persons to produce photo identification.

1.10 Compliance with Laws. Provider covenants and agrees that it and any of its subcontractors and agents are bound by and will observe and perform all duties required under all applicable local, state and federal laws, ordinances, rules and regulations including but not limited to Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, Occupational Safety and Health Act of 1970 29 U.S. C. Section 651 et seq., as amended, Employee Retirement Income Security Act of 1974, the Health Insurance Portability and Accountability Act of 1996, as amended, the Consolidated Omnibus Budget Reconciliation Act, the Social Security Act, the United States Fair Labor Standards Act and the Immigration Reform and Control Act. Provider further covenants and agrees that with respect to laws applicable to the establishment or maintenance of an on-site health center, Provider shall take any and all actions necessary to conform to such laws.

1.11 Project Representative. Provider hereby designates Jonathan M. Adelberg MD FAEP Medical Director TCMA, as Provider's project representative ("**Provider Project**")



**Representative**”) to represent Provider in all of its dealings with Okeechobee County relating to the operation and management of Okeechobee County’s Employee County Health Center. Provider may replace the Project Representative at its sole discretion upon prior written notice to Okeechobee County.

1.12 Dispensing Pre-Packaged Prescriptions. The facility shall dispense pre-packaged prescription drugs to Covered Persons. The basic formulary will be determined based on the prescription utilization and financial benefit to Okeechobee County versus costs through the insurance plan or as agreed upon should changes and adjustments be desired by Okeechobee County in accordance with the dispensing laws of the State of Florida. All medications will be stocked in accordance with applicable regulations. No controlled substances will be stocked. Provider will track and make every reasonable effort to maintain inventory levels necessary to meet patient needs as forecasted through expected utilization with the understanding the Medical Professional maintains autonomy when it comes to medication prescribing and determining what is medically necessary with regard to patient care.

1.13 Provider shall allow Covered Persons to utilize the Stuart Urgent Care facility located at 3405 NW Federal Hwy., Jensen Beach, FL 34957, Okeechobee Urgent Care located at 305 NE Park Street, Okeechobee, and Highlands Urgent Care located at 7195 S George Blvd. , Sebring FL 33875 at no additional charge to the Okeechobee County or the Covered Persons.

## **ARTICLE II COVENANTS AND RESPONSIBILITIES OF THE OKEECHOBEE COUNTY**

2.1 Utilities and Cleaning. The Provider will be responsible for maintaining the Utilities and cleaning of the facility.

2.2 Covered Persons. The County shall provide access to Okeechobee County’s Employee Health Center only to Covered Persons as defined above, unless otherwise agreed to by the parties. Okeechobee County will make its best efforts to ensure that Covered Persons are aware of the availability of Provider’s Services. Prior to the first (1<sup>st</sup>) of each month, Okeechobee County shall provide Provider a listing of all “Covered Persons” in mutually agreed upon file format. Okeechobee County shall identify Prospective Employees on an ongoing, as needed basis.

2.3 Project Representative. Okeechobee County hereby designates the following project representatives to represent Okeechobee County in all of its dealings with Provider relating to the operation and management of Okeechobee County Employee Health Center:

Robbie Chartier, County Administrator  
Clerk of the Circuit Court & Comptroller  
Property Appraiser  
Sheriff  
Supervisor of Elections  
Tax Collector

**ARTICLE III  
TERM AND TERMINATION**

3.1 Term. This Agreement shall commence on October 1, 2020 (Effective Date) and shall continue for a term of three (3) years. Unless terminated as provided for herein, the County shall have the exclusive right to renew the Agreement for a maximum of two (2) consecutive one (1) year terms prior to the expiration of each term of the Agreement. Any such renewal shall be by written contract amendment duly executed by the parties.

3.2 Termination.

a. The County and Okeechobee Medical Providers, Inc. shall have the right to terminate this Agreement, in whole or in part, with or without cause, and for its convenience, upon ninety (90) days written notice to Provider or County.

b. Either party shall have the right to terminate this Agreement, with cause, upon the default by the other party of any term, covenant or condition of this Agreement, where such default continues for a period of fourteen (14) business days after the defaulting party receives written notice from the other party specifying the existence of the default, or beyond the time reasonable necessary for cure if the default is of a nature to require more than fourteen (14) business days to remedy and the defaulting party is making diligent, good faith efforts to cure such default.

c. In the event of termination, the County shall compensate Provider for all authorized services satisfactorily performed through the termination date under the payment terms contained in this Agreement.

d. Provider shall immediately deliver all documents, written information, electronic data and other materials concerning Okeechobee County Employee Health Center in its possession to the County and shall cooperate in transition of the Services to appropriate parties at the direction of the County.

e. Upon termination, this Agreement shall have no further force or effect and the parties shall be relieved of all further liability hereunder, except that the provisions of this Section and the provisions regarding the right to audit, property rights, insurance, indemnification, governing law and litigation shall survive termination of this Agreement and remain in full force and effect.

**ARTICLE IV**  
**ADMINISTRATIVE FEES AND REIMBURSABLE EXPENSES**

- 4.1 Administrative Fee and Medical Staffing Costs. The Services by Provider, and the performance of all of its other duties and obligations as set forth in this Agreement, the County shall pay Provider an administrative fee outlined in Exhibit H "Monthly Administration Fee".
- 4.2 Reimbursable Expenses. The County shall reimburse Provider for:
- a. the pass-through operating expenses identified in the summary attached hereto as Exhibit E (collectively, the "Reimbursable Operating Expenses"). No other expense shall be passed through to the County without the County's prior written consent.
- 4.3 Best Obtainable Prices. In purchasing and replenishing supplies, Provider shall use reasonable efforts to find the best obtainable prices. The County's obligation to reimburse Provider shall be "at cost" and less any applicable discounts, rebates and other savings passed on to Provider by suppliers and without any additional mark up or overhead charge.
- 4.4 Invoices. Two invoices shall be prepared monthly:
- a. Administrative Fee: Prior to the beginning of each month starting at the Effective Date, Provider will submit an invoice based on the Eligible Employee headcount provided by the County for that month.
  - b. Reimbursable Expenses: By the 15th of each month, Provider will submit an invoice for Reimbursable Expenses incurred/invoiced during the previous calendar month.
- 4.5 Payment of Fees and Reimbursable Expenses will be made in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes, as amended, which provides prompt payment, interest payments, a dispute resolution process and payments for all purchases be made in a timely manner for properly executed invoices by local governmental entities.
- 4.6 No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Provider, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Provider of liability for the defective, faulty or incomplete rendition of the Services.

## **ARTICLE V RECORDS**

5.1 Medical Records. Provider shall maintain medical records for each Covered Person who receives services performed by Provider at Okeechobee County Employee Health Center in a professional manner consistent with the accepted practice of the community in which the Physician and any Medical Professionals provide the services and applicable law. Such medical records shall be the property of Provider. Provider shall be solely responsible for the storage, maintenance, and confidentiality of such records in accordance with the provisions of Section 8.2 below. Provider shall be responsible for fulfilling all requirements imposed by state, local and federal law with respect to the preparation, maintenance, security, disclosures, and retention of medical records. Provider agrees to keep and maintain any medical records for the longer of seven (7) years or as required by Florida law. Upon expiration or earlier termination of this Agreement, Provider agrees, to the extent permitted by applicable law, with proper consent, to provide an electronic medical record to a successor on-site Okeechobee County Employee Health Center vendor or doctor. At County's election and in accordance with applicable federal and state law, Provider shall deliver the electronic medical records to a designee of the County to maintain the records in accordance with Florida law. Provider shall provide Covered Persons with copies of their medical records upon request.

## **ARTICLE VI REPORTING AND RIGHT TO AUDIT**

6.1 Right to Audit. Provider shall maintain adequate records for the Services performed under this Agreement for five (5) years following completion of the Services, or conclusion of any litigation regarding this Agreement. The County shall have the right to audit Provider's books and records, at the County's expense, upon prior notice, with regard to the Services provided to the County under this Agreement. Provider shall allow the County or its representative to interview all current or former employees to discuss matters pertinent to this Agreement. If an audit inspection in accordance with this section discloses overpricing or overcharges (of any nature) by Provider to the County in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the County's Internal Audit department shall be reimbursed to the County by Provider and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by Provider within 45 days from presentation of County's findings to Provider. Failure by Provider to permit such audit shall be grounds for termination of this Agreement by the County.

6.2 Reporting Requirements. Provider shall provide the reports detailed on Exhibit F in accordance with the frequency described therein. All reports shall be submitted to the County's Project Representative. All reports due monthly. All reports due monthly shall be due on the

fifteenth of the month; No additional fees shall be charged to the County by Provider for the provision of these reports, data or information.

6.3 Application of Law to Audit and Reporting Requirements. Notwithstanding the preceding Section 6.1 and 6.2 and as more particularly set forth in Section 8 below, nothing in this Agreement nor in the County's policies shall require Provider to violate any federal or state law or regulation regarding the confidentiality of such medical information. The County shall ensure that it and any third party conducting an audit shall be duly authorized by Covered Persons to obtain and review the records.

## **ARTICLE VII INDEMNIFICATION AND INSURANCE**

7.1 Indemnification. Provider agrees to indemnify, defend, save and hold harmless County, its commissioners, officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from County, its commissioners, officials, agents, or employees by reason of any damage to property or personal injury, including death and which damage, injury or death arises out of or is incidental to or in any way connected with Provider's performance of the Services or caused by or arising out of (a) any act, omission, default or negligence of Provider in the provision of the Services under this Agreement; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Provider's execution of Services under this Agreement; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Provider. This indemnification includes, but is not limited to, the performance of this Agreement by Provider or any act or omission of Provider, its Personnel, agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Provider agrees to pay all claims and losses and shall defend all suits, in the name of County, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. County reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Provider under this indemnification provision. To the extent considered necessary by County, any sums due Provider under this Agreement may be retained by County until all of County's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by County. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Provider to indemnify County for its own negligence, or intentional acts of County, its agents or employees. Nothing in this Agreement shall be deemed to be a waiver of the County's sovereign immunity under Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

7.2 Insurance.

a. Provider shall purchase from and maintain, in a company or companies lawfully authorized to do business in Florida, such insurance as will protect the County from claims set forth below which may arise out of or result from performance under this Agreement by Provider, or by a subcontractor of Provider, or by anyone directly or indirectly employed by Provider, or by anyone for whose acts Provider may be liable.

b. Coverage shall be maintained without interruption from the effective date of this Agreement until date of final payment and termination of any coverage required to be maintained after final payment. Any liability coverage on claims made basis shall remain effective for two (2) years after final payment. If any of the required insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted along with the application for final payment.

c. The County shall be provided a minimum of thirty (30) days prior written notice of any adverse material change, including any reduction, non-renewal or cancellation of Provider's required insurance coverage, or any increase in Provider's self-insurance retention.

d. Evidence of insurance, being a current ACORD certificate of insurance or its equivalent, executed by the insurer, or its agent or broker, evidencing that a policy of insurance and any required endorsements have been issued by the agent/broker shall be delivered to County prior to execution of this Agreement. The Certificate of Insurance shall be dated and show the name of the insured, the specific Agreement by name and contract number, the name of the insurer, the number of the policy, its effective date, and its termination date.

e. All required insurance (except Workers' Compensation and Professional Liability) shall include an Additional Insured endorsement identifying the County as an Additional Insured and Loss Payee. No costs shall be paid by the County for an additional insured endorsement.

f. Required Coverage: Provider shall maintain following liability coverage, in the limits specified:

Comprehensive General Liability: Not less than \$1,000,000.00 Combined Single Limit per each occurrence and \$2,000,000 aggregate, with bodily injury limits. May not be subject to a self-insured retention or deductible exceeding \$25,000.

Worker's Compensation: Worker's Compensation and Employer's Liability Insurance with limits of Employer's Liability Insurance not less than \$500,000 "each accident," \$500,000 "disease policy limit," and \$500,000 "disease each employee."

Professional Liability or Errors and Omissions: Professional liability insurance (including technology errors, omissions, and medical malpractice) with a limit of

not less than Two-Hundred and Fifty thousand \$250,000.00 each occurrence in the aggregate covering Provider and all Medical Professionals, including appropriate prior acts coverage for the period of time the Provider provided services to the County of \$750,000.00.

g. Workers' compensation, employers' liability, general liability and policies shall provide a waiver of subrogation in favor of the County.

h. Provider's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the County for liability arising out of operations under this Agreement.

### **ARTICLE XIII RECORDS**

8.1 Public Records Act. It is understood by the parties that the County is subject to the provisions of the Florida Public Records Act, Section 119.011 et seq, Florida Statutes, and that absent any exemptions or provisions for confidentiality contained in state or federal statutes, generated records may be open to the public for inspection and copying. Provider shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by Provider in conjunction with this Agreement. Failure by Provider to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the County. Should Provider assert any exemptions to the requirements of the Florida Public Records Act and related law, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon Provider. Provider consents to the County's enforcement of Provider's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon Provider must pay all court costs and reasonable attorney's fees incurred by the County. IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ROBBIE L. CHARTIER, COUNTY ADMINISTRATOR, AT 863-763-6441, EXT 1; publicrecords@co.okeechobee.fl.us; MAILING ADDRESS: 304 NW 2nd Street, ROOM 123, OKEECHOBEE, FL 34972.

8.2 Covered Person Records. Provider and the County agree that they will adopt such policies and procedures, execute such written amendments to this Agreement or enter into such other agreement(s) as may be required to make their activities under the Agreement compliant with the Federal Health Information Technology for Economic and Central Health Act of 2009 ("HITECH Act"), the Administrative Simplification Provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C.A. 1320d-8 ("HIPAA"), and any current and future regulations promulgated under either the HITECH Act or HIPAA, including without limitation the federal privacy standards contained in 45 C.F.R. Parts 160 and 164 and the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 as amended, and other applicable local, state and federal privacy laws. In furtherance of this agreement, Provider and the County

will execute the "Business Associate Agreement". Provider shall take steps to safeguard the confidentiality and privacy of member/participant identifiable information and to prevent unauthorized disclosure of the same by its employees and agents. The County acknowledges that in receiving or otherwise dealing with any records or information about Covered Persons receiving treatment for alcohol or drug abuse, Provider may be bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, as amended from time to time), as well as any state laws that govern HIV/AIDS and mental health treatment. Provider, at the Provider's expense, will resist in judicial proceedings any effort to obtain access to such records or information relating to the Central Services except such access as is expressly permitted by the aforementioned federal regulations and/or State law and will notify the County of any such judicial proceedings.

The parties acknowledge that certain records and documents created or maintained by Provider may constitute employment records not subject to HIPAA and others may include protected health information ("PHI") as that term is defined by HIPAA. The parties shall collaboratively develop policies and procedures to segregate PHI subject to HIPAA and other state and federal privacy laws from employment records and to ensure the parties preserve the privacy and confidentiality of PHI in accordance with HIPAA and other applicable state and federal laws. Except for employment records not subject to HIPAA, Provider shall not provide documents containing PHI to the County without written authorization from the Covered Person.

The obligations created by this section shall remain in effect indefinitely and shall survive the termination or cessation of this Agreement.

**8.3 Confidential and Proprietary Information.** Provider and County agree that all materials containing confidential and proprietary information developed in whole or in part or produced by either party shall not be disclosed to any third party without the written consent of the other party, except as necessary to implement the terms of this Agreement and only on a need to know basis, unless disclosure is required by the Florida Public Records Act.



**ARTICLE IX  
GENERAL PROVISIONS**

9.1 Upon adoption of any state or federal legislation or upon the issuance of a determination by a governmental entity, a Medicare carrier or intermediary, or an independent third party absolutely acceptable to each party that the arrangement evidenced by this Agreement violated any Federal or State law, rule, or regulation, including fraud and abuse issues, this Agreement shall terminate within sixty (60) days thereafter or sooner if such determination so advises; provided however, that in the event that such a determination is issued, the County may elect to continue this Agreement by reorganizing its internal structure or its agreements so that such are in accordance with the law, rule, or regulation in question. In such event, within sixty (60) days of the issuance of such determination, the County shall deliver notice to Provider of its intentions to continue this Agreement as provided herein. In such case, the terms and conditions of this Agreement shall remain in full force and effect.

9.2 Notices. All notices, offers, requests, demands and other communications pursuant to this Agreement shall be given in writing by personal delivery, by prepaid first class registered or certified mail properly addressed with appropriate postage paid thereon, tele copier, facsimile transmission or e mail, and shall be deemed to be duly given and received on the date of delivery if delivered personally, on the second day after the deposit in the United States Mail if mailed, upon acknowledgment of receipt of electronic transmission if sent by tele copier or facsimile transmission or e mail. Notices shall be sent to the parties at the following addresses:

**If to Provider:**

Okeechobee Medical Providers, Inc.  
3405 NW Federal Highway  
Jensen Beach, FL 34957  
Attn: J. Michael Adelberg, MD, FAEP  
President and Regional Medical Director  
Facsimile No.: (772)-232-9383

**If to County:**

Okeechobee County  
Attn: Robbie Chartier, County Administrator  
304 NW 2nd Street, Room 123  
Okeechobee, FL 34972

and

Okeechobee Sheriff

Attn: Noel Stephen, Sheriff

504 NW 4th Street

Okeechobee, FL 34972

**With a Copy to:**

Wade C. Vose, Esq.

324 W. Morse Blvd.

Winter Park, Florida 32789

Phone: 407-645-3735 ext. 1020

Or to such other address as any party may have furnished to the others in writing in accordance herewith, except that notices of change of address shall only be effective upon receipt.

9.3 Independent Contractor. Provider acknowledges and agrees that it is an independent contractor of the County and is not an employee of the County. Provider more specifically acknowledges that: it will not be eligible to participate in any employee benefit maintained by the County; will not be covered by the County's workers' compensation insurance; will be solely and exclusively responsible for payment of all federal and state income, social security, unemployment and disability taxes due in respect of all compensation and/or other consideration paid by the County to Provider hereunder. Provider acknowledges that it shall have no authority to bind County to any contractual or other obligation whatsoever. Provider shall be entitled to seek and accept other engagements and/or employment during the term of this Agreement so long as such other employment or engagements do not interfere with the performance of Provider's duties under this Agreement. Provider shall be responsible to the County for all work or services performed by Provider or any person or firm engaged as a sub-consultant or subcontractor to perform work in fulfillment of this Agreement.

9.4 Waiver. Any waiver by either party of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

9.5 Headings. The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

9.6 Non-Assignability. This Agreement may not be assigned by either party without the express prior written consent of the other party which may be given or withheld by the other party in its sole discretion.

9.7 Governing Law; Jurisdiction; Venue; Litigation. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The County and Provider submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Okeechobee County, Florida, or the Federal Southern District of Florida. Provider agrees to waive all defenses to any suit filed in Florida based upon improper venue or forum nonconveniens. To encourage prompt and equitable resolution of any litigation, each party hereby waives its rights to a trial by jury in any litigation related to this Agreement.

9.8 Attorneys' Fees. In the event of any litigations to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs which are directly attributed to such litigation both at the trial and appellate level.

9.9 Severability. In the event that any term or provision of this Agreement shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement, (or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable), shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

9.10 Gender; Number. Whenever the context of this Agreement requires, the masculine gender shall include the feminine or neutral, and the singular number shall include the plural.

9.11 Third-Party Beneficiary. Provider and the County acknowledge that nothing contained in this Agreement is intended to nor shall it cause any person, including any individual partner of Provider, or entity, or any Covered Person, to become a third-party beneficiary of any of the provisions or obligations of this Agreement.

9.12 Section and Other Headings. The article and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

9.13 Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

9.14 Non-Discrimination. In performing under this Agreement, Provider shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

9.15 Public Entity Crimes Act. Provider represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that Consultant and its sub-consultants under this Agreement have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting a proposal for this Agreement or entering into this Agreement. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from County's competitive procurement activities.

9.16 Unauthorized Aliens/Patriot's Act. The knowing employment by Provider or its sub-consultants of any alien not authorized to work by the immigration laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement which results in unilateral termination. In the event that Provider is notified or becomes aware of such default, Provider shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Provider's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of this Agreement and unilateral termination. Provider shall take all commercially reasonable precautions to ensure that it and its sub-consultants do not employ persons who are not authorized to work by the immigration laws or the Attorney General of the United States. Provider further represents that it is not in violation of any laws relating to terrorism or money laundering, including the Executive Order No. 13224 on Terrorist Financing and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56., the "Patriot Act"). Provider represents it is not a Prohibited Person under the Executive Order or Patriot Act.

9.17 Representations and Warranties.

- a. Provider hereby represents and warrants to the County that it has full power and authority to enter into and fully perform its obligations without the need for any further corporate or governmental consents or approvals, and that the persons executing this Agreement are authorized to execute and deliver it.
- b. Provider represents and warrants that it and its representatives providing services hereunder: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but have not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in the party or any of its representatives being excluded from participation in the Federal health care programs. This will be an ongoing representation and warranty during the term of this Agreement and Provider will immediately notify the County of any change in status of the representation and warranty set forth in this section. Any breach of this Section will give the County the right to immediately terminate this Agreement for cause.
- c. Provider represents that it is duly licensed to perform the Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.
- d. Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Provider, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of this provision by Provider, the County shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the fee, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.18 Ethics; Conflicts of Interest.

- a. Provider represents that it has not given or accepted a kickback in relation to this Agreement and has not solicited this Agreement by payment or acceptance of a gratuity or offer of employment.

- b. Provider represents that it has not solicited this contract by payment of a gift or gratuity or offer of employment to any official, employee of the County or any County agency or selection committee.
- c. Provider represents that it does not employ, directly or indirectly, the County Administrator, members of the County commission or any official, department director, head of any County agency, member of any board, committee or agency of the County, or the Clerk, the Supervisor, or any employee of the Clerk or Supervisor.
- d. Provider represents that it does not employ, directly or indirectly, any official of the County. Provider represents that it does not employ, directly or indirectly, any employee or member of any board, committee or agency of the County who, alone or together with his household members, own at least five percent (5%) of the total assets and/or common stock of Provider.
- e. Provider represents that it has not knowingly given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to the County Administrator, members of the County commission, any department director or head of any County agency, any employee of the County or any County agency, the Clerk, the Supervisor, or any employee of the Clerk or Supervisor, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding Provider or its business.
- f. Provider represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement. Provider further represents that no person having any interest shall be employed or engaged by it for said Services.
- g. Provider, its officers, personnel, subsidiaries and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Provider's exercise of judgment or quality of the Services being provided under this Agreement. Provider, its officers, personnel, subsidiaries and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Services to be provided to the County under this Agreement.
- h. Provider, its officers, personnel, subsidiaries, and subcontractors shall not, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding unless compelled by court process. Further, Provider agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County or in connection with any pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

- i. Provider shall promptly notify the County in writing by certified mail of all potential conflicts of interest or any event described in this Section. Said notification shall identify the prospective business interest or circumstance and the nature of work that Provider intends to undertake and shall request the opinion of the County as to whether such association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by Provider. The County agrees to notify Provider by certified mail of its opinion within thirty (30) calendar days of receipt of the said notification and request for opinion. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by Provider, the County shall so state in its opinion and Provider may, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by Provider under this Agreement.
- j. In the event Provider is permitted to utilize subcontractors to perform any services required by this Agreement, Provider agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

9.19 Taxes. Provider understands that in performing the Services for the County, Provider is not exempt from paying sales tax to Provider's suppliers for materials required for Provider to perform under this Agreement. Provider shall not be authorized to use the County's tax exemption number for purchasing supplies or materials.

9.20 Availability of Funds. This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the Board. If funding for this Agreement is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of contracts with a term of more than one year, but any contract so made shall be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, the County may terminate this Agreement upon no less than sixty days (60) to Provider. The County shall be the sole and final authority as to the availability of funds.

9.21 Force Majeure. Any deadline provided for in this Agreement may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God, provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaroud plans or other means. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided that no such extension shall be made unless notice thereof is presented by Provider to County in writing

within ten (10) business days after the start of the occurrence of such delay, and Provider shall use best efforts to perform its obligations during such period of delay, and notify County of its abatement or cessation; and further provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

9.22 Audit. Provider understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Provider or its subcontractor to fully cooperate with the County's Auditor when requested may be deemed by the County to be a material breach of this Agreement justifying its termination.

9.23 Entire Agreement: This Agreement, including Exhibits which are incorporated into this Agreement in their entirety, embody the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter. This Agreement may only be modified by written amendment executed by the County and Provider. The Chairman of the County Board of Commissioners shall have the authority to execute amendments to this Agreement for changes relating to the operation of Okeechobee County Employee County Health Center such as staffing levels, performance guarantees and hours of operation.



IN WITNESS WHEREOF the parties hereto have caused the Agreement to be executed by their duly authorized representatives as of the day and year first above written.

**COUNTY OF OKEECHOBEE**

By: JWB

Terry W. Burroughs, Chairman

Date: 8-13-20

Attest:

By: Sharon Robertson-Deputy Clerk

Sharon Robertson, Clerk of the Circuit Court & Comptroller

Date: 08/17/2020

By: JM

Office of the County Attorney

Approved as to form and legality

**OKEECHOBEE COUNTY  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER**

By: Sharon Robertson

Sharon Robertson, Clerk of the Circuit Court

Date: August 17, 2020

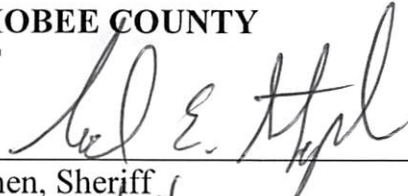
**OKEECHOBEE COUNTY  
SUPERVISOR OF ELECTIONS**

By: Diane Hagan

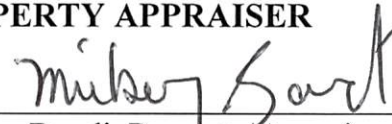
Diane Hagan, Supervisor of Elections

Date: August 20, 2020

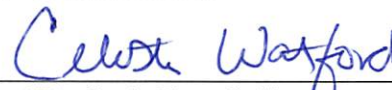
**OKEECHOBEE COUNTY  
SHERIFF**

By:   
Noel Stephen, Sheriff  
Date: 08/18/20


**OKEECHOBEE COUNTY  
PROPERTY APPRAISER**

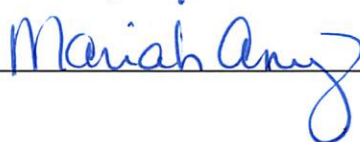
By:   
Mickey Bandi, Property Appraiser  
Date: 8-18-20

**OKEECHOBEE COUNTY  
TAX COLLECTOR**

By:   
Celeste Watford, Tax Collector  
Date: 8-18-20

**OKEECHOBEE MEDICAL PROVIDERS, INC.,  
a Florida corporation**

By:   
Name: Jonathan M. Adelberg MD FAEP President  
Date: 9/8/20

Witness: 

## **EXHIBIT LIST**

- Exhibit A      Scope of Central Services**
- Exhibit B      Scope of Management Services**
- Exhibit C      Invoice Samples**
- Exhibit D      Operating Hours Schedule**
- Exhibit E      Reimbursable Operating Expenses**
- Exhibit F      Reporting Requirements**
- Exhibit G      Physical Form**
- Exhibit H      Monthly Administration Fee**
- Exhibit I      HSA Plans**

## EXHIBIT A

### SCOPE OF CENTRAL SERVICES

#### PRIMARY, OCCUPATIONAL HEALTH, AND URGENT CARE

The Central Services to be performed by the Medical Professionals at the Okeechobee County Employee County Health Center are to be determined by the Medical Professionals but generally shall include those services normally provided in a primary medical care facility as permitted by the licensure of the Medical Professionals, and by the equipment and physical restrictions of the facility, and at a minimum shall include the following services:

- Chronic illness evaluation, treatment and management (i.e., diabetes, high cholesterol, hypertension, asthma, obesity)
- Acute Conditions (i.e., sore throats, ears ache, head ache, cough, sinus, strains, sprains, musculoskeletal problems, acute urinary complaints).
- Primary Care, health risk assessments, preventative and disease management strategies including one-on-one health education counseling to high risk employees
- Reasonable accommodations determinations – consult with Director of Human Resources and the County’s Risk Manager with regard to reasonable accommodations for employees with medical conditions that have altered their ability to perform an essential job task.
- Occupational Conditions
  - On the Job Injuries/Work-related injuries or illnesses
  - Minor surgical procedures, within the scope of the Medical Professional, such as sutures for laceration treatment, etc.
  - Pre-employment and routine physicals
  - Pre-employment, random, reasonable suspicion and post-accident drug testing

#### ***Medications***

Class examples include, but are not limited to the following:

- Anti-infective
- Antihypertensive
- Anti-hyperlipidemics
- Antidepressants
- Anti-diabetics
- Antihistamines
- Acid-reflux medications
- Antibiotics
- Hypertensive & cardiac medications
- Anti-lipids
- Pulmonary
- Gastro Intestinal

- Psychiatric
- Vaccinations

***Medical Surveillance***

- **Drug Screen/Alcohol** - Collect pre-employment samples; urine for random and reasonable suspicion; breathalyzer for alcohol in compliance with collective bargaining agreements and County policy. Administer random selection program and post rehabilitation random testing. Provide Medical Review Officer and reporting services.

***Exams***

- **Pre-Employment** - Coordinating/conducting physicals, drug screening, medical history, audiometric testing, biometrics, etc.
- **Fitness for Duty** - Conduct fitness for duty exams for both work related cases and for employees returning from personal medical leave.
- **Department of Transportation/Commercial Driver’s License exams**
- **County Exams**

***Labs***

- Onsite collection of specimens and blood draws
- Manage lab provider arrangement to include logistics for specimen pick up,
- Reporting of results to medical providers
- System integration of lab data within medical records system

***Governmental Regulations and Compliance***

Ensure compliance with all applicable medical and government regulations for CLIA, OSHA, and DOT.

***Long Term Prevention Programs Available***

Provider will work closely with the County for the purpose of financial review, reporting, as well as to identify major cost drivers. Provider will make recommendations and develop strategies for the County to mitigate such costs. Some of these services are listed below.

- Health Risk Assessment provided through the County’s insurance carrier with comprehensive lab analysis provided at the Okeechobee County Employee County Health Center will help to proactively identify patient health risks
- Aggregate data analysis from your employee population to develop the right programs for your Pharmaceutical Program Management
- Aggregate Central data analysis to determine wellness effectiveness on population health
- Physician/Nurse “Reach Out” Program to communicate with people with the greatest health risks

- Population Health Management programs targeted for the greatest impact (obesity, diabetes, high blood pressure, etc.)
- Disease/Case Management – Provider’s providers will proactively promote disease case management
- Health Education Training

**Performance Requirements:**

- Provider shall report the results of routine annual employee physicals required by the County and post-offer physicals within three (3) business days of the date of the initial patient visit. Results of Post-Offer Physicals must be e mailed to the Director of Human Resources or their designee. Results of routine employee annual physicals shall be e mailed to the County’s Risk Manager or designee.
- Provider shall report the results of complex post-offer physicals and periodic physicals requiring MRI’s and/or Cardiac Stress Testing within five (5) business days of the date of the initial patient visit.
- Appointments for Fitness-for-Duty evaluations must be scheduled by Provider within 48 business (i.e. Monday-Friday) hours.
- Provider shall use its best efforts to timely respond to all County voicemails and e mails by day’s end.


**EXHIBIT B**  
**SCOPE OF MANAGEMENT SERVICES**

- Manage and supervise daily operation of the Okeechobee County Employee County Health Center in accordance with all applicable local, state, and federal laws.
- Obtain and maintain all necessary licenses, certifications, and accreditations for the operation of the Okeechobee County Employee County Health Center.
- Recruit, employ, and supervise all medical and non-medical staff necessary for the operation of the Okeechobee County Employee County Health Center.
- Provide appropriate physician supervision for nurse practitioners and other licensed staff.
- Prepare reports of operations and activity required by the County or the state, local or federal regulatory agencies and, where applicable, deliver to County's Risk Management and third party administrator by the end of the work day.
- Maintain patient files as required by industry standards and applicable laws including an electronic medical record.
- Purchase equipment and supplies necessary for the operation of the Okeechobee County Employee County Health Center.
- Maintain, or arrange for the maintenance of all technical, mechanical or electronic equipment used in the operation of the Okeechobee County Employee County Health Center.
- Regularly assess and recommend cost-saving measures while maintaining high quality of care.
- Participate in meetings with the County at the reasonable request of the County.
- Provide newsletter and internet health portal services.
- Maintain practice management system and electronic medical record system.
- Provide customer service line
- Online system for scheduling appointments according to Section
- Provide Medical Supply and Equipment inventory management
- Participate in the County's annual health fair (if applicable)
- Contract for disposal of biomedical waste

EXHIBIT C


INVOICE SAMPLES

Monthly, the Admin fee will be invoiced in the following format:

 <p>Treasure Coast Medical Associates, Inc.</p> <p><b>Invoice</b></p>			
Invoice No: 2165		In account with: Okeechobee County Board of County Commissioners	
		For: Nov 2017 Admin Fee for Health Clinic	
Invoice Date	Invoice Terms	Billing Contact	
10/27/2017	Net 10 days	Aurora Gnad agnad@tcmahealthcare.com	
ITEM	DESCRIPTION		TOTAL
1	BOCC: \$56.00 X 124		\$6,944.00
2	Clerk of Court: \$56.00 X 35		\$1,960.00
3	Supervisor of Elections: \$56.00 x 3		\$168.00
4	Sheriff: \$56 x 190		\$10,640.00
5	Property Appraiser: \$56 x 10		\$560.00
6	Tax Collector: \$56 x 14		\$784.00
Balance Due:			\$21,056.00
ADDRESS	PHONE	FAX	WEB
3405 NW Federal Hwy Jensen Beach, FL 34957	(772) 692-8082	(772) 232-9211	www.tcmahealthcare.com



Monthly, the pass-through costs will be invoiced in the following format:

 Treasure Coast Medical Associates, Inc.			
<h2>Invoice</h2>			
Invoice No: 9999		In account with: BOCC	
		Pass Through: Labs and Meds: Mar 2018	
Invoice Date	Invoice Terms	Billing Contact	
4/15/2018	Net 10 days	Aurora Gnad agnad@tcmahealthcare.com	
ITEM	DESCRIPTION	TOTAL	
<b>County Commissioner</b>			
1	Meds Dispensed/ Labs Ordered	\$1,053.26	
	Less Start-up Deposit remaining	(\$475.38)	
	Amount Due/(Credit to roll forward)	\$577.88	
<b>County Clerk of Court</b>			
2	Meds Dispensed/ Labs Ordered	\$63.51	
	Less Start-up Deposit remaining	(\$214.50)	
	Amount Due/(Credit to roll forward)	(\$150.99)	
<b>Supervisor of Elections</b>			
3	Meds Dispensed/ Labs Ordered	\$102.56	
	Less Start-up Deposit remaining	(\$254.95)	
	Amount Due/(Credit to roll forward)	(\$152.39)	
<b>Sheriff</b>			
3	Meds Dispensed/ Labs Ordered	\$2,013.56	
	Less Start-up Deposit remaining	(\$826.54)	
	Amount Due/(Credit to roll forward)	\$1,187.02	
<b>Property Appraiser</b>			
3	Meds Dispensed/ Labs Ordered	\$102.56	
	Less Start-up Deposit remaining	(\$254.95)	
	Amount Due/(Credit to roll forward)	(\$152.39)	
<b>Tax Collector</b>			
3	Meds Dispensed/ Labs Ordered	\$68.62	
	Less Start-up Deposit remaining	(\$105.35)	
	Amount Due/(Credit to roll forward)	(\$36.73)	
		Balance Due:	\$1,272.40
ADDRESS	PHONE	FAX	WEB
3405 NW Federal Hwy Jensen Beach, FL 34957	(772) 692-8082	(772) 232-9211	www.tcmahealthcare.com

Each invoice will be supported with a listing of the meds dispensed/labs ordered for each constituency.

## EXHIBIT D

### OPERATING HOURS SCHEDULE

1. Hours of Operation:

The hours of operation at the time of execution of this agreement are set as follows.

Monday	8:00 am – 7:00 pm
Tuesday	8:00 am – 7:00 pm
Wednesday	8:00 am – 7:00 pm
Thursday	8:00 am – 7:00 pm
Friday	8:00 am – 7:00 pm
Saturday	8:00 am – 3:00 pm
Sunday	9:00 am – 3:00 pm

2. Holidays:

The County Employee Health Center shall be closed on the following holidays:

- From 1:00 pm on New Year's Eve,
- New Year's Day,
- Memorial Day,
- Independence Day,
- Labor Day,
- Thanksgiving Day,
- From 1:00 pm on Christmas Eve, and
- Christmas Day.

3. As mutually agreed by both parties, adjustments which satisfy patients/employees can be made to this schedule.

## EXHIBIT E

### REIMBURSABLE OPERATING EXPENSES

The only operating expenses that will be invoiced are the costs incurred for labs ordered, medications dispensed, X-ray over reads, and any other tests, equipment, or external contracted services which are agreed upon by the constituency for whom the tests, equipment, or contracted services are required. These pass-through expenses will only be for employees, dependents, and retirees that are on the County's medical plan.

For the patients that are not on Okeechobee County's medical insurance plan, the patient and not Okeechobee County will need to pay for these services.

**Medication:** A prescription will be sent to the pharmacy of their choosing.

**Vaccinations:** The patient will need to pay the self-pay price for any vaccinations needed that TCMAi keeps in stock.

**Labs:** The patient will be given a requisition form to have their labs drawn at an outside laboratory.

**X-Ray Over Reads:** The patient will need to pay \$8.50 per view for any X-Rays performed in office. This fee will need to be paid before the X-Ray is performed. If the fee for the over reads increases by TCMAi's vendor, this expense will be reflected in the charge for the patient.

**Durable Medical Equipment:** DME is not covered in this contract. Any DME needed will be paid for by the patient and not Okeechobee County.

**EXHIBIT F**

**REPORTING REQUIREMENTS**

<b>Frequency</b>	<b>Data Reported</b>
Monthly	Details of available County Employee Health Center hours – data including clinic hours and available appointment/patient visits
Monthly	Number of visits each week. This data should include type of visit (Provider, Nurse only and will compare the number of visits to the available visits Health Center.
Monthly	Patient Demographics (age and gender of patients) categorized by covered: <ul style="list-style-type: none"><li>• Employees,</li><li>• Dependent Spouses,</li><li>• Dependent Children, and where applicable,</li><li>• Retirees</li></ul>
Monthly	Types of visits - this data should show total number of visits and percentages for: <ul style="list-style-type: none"><li>• Workers compensation injuries,</li><li>• Wellness type visits, and</li><li>• Episodic/acute care.</li></ul>
Monthly	Immediate (at time of appointment) patient satisfaction survey
Annually	Aggregate Patient Survey Results

**EXHIBIT G  
Physical Form**



Treasure Coast Medical Associates, Inc.

**TCMAi Physical**

Employee Name: \_\_\_\_\_ Exam Date: \_\_\_\_\_

1. M / F    2. Height: \_\_\_\_\_    3. Weight: \_\_\_\_\_    4. Blood Pressure: \_\_\_\_\_

5. Temperature: \_\_\_\_\_ Oral / Tympanic    6. Resting Pulse: \_\_\_\_\_

7. Visual Acuity: Corrected / Not Corrected    Right: \_\_\_\_\_ Left: \_\_\_\_\_ Both: \_\_\_\_\_

Physical Examination

	Normal	Abnormal
Field of Vision		
Auditory Acuity		
Head: Eyes, Ears, Nose, Throat, Neck, and Thyroid		
Heart/EKG		
Lungs/Thorax		
Abdomen		
Skin		
Neurologic		
Spine		
Extremities		
Urinalysis		
Complete Blood Count		
Blood Chemistry Panel		
Tuberculosis Skin Test		
Hepatitis Test		
Color Perception		

I hereby attest that I have examined the above-named employee and find him/her capable of performing the essential functions of their job.

I hereby attest that I have examined the above-named employee and find him/her not capable of performing the essential functions of their job.

Physician Name: \_\_\_\_\_ Physician Signature: \_\_\_\_\_ Date: \_\_\_\_\_

3405 NW Federal Hwy, Jensen Beach, FL 34957  
(Ph.) 772-692-8082 (Fax) 772-232-9383

**EXHIBIT H**  
**Monthly Administration Fee**

The participants authorized to utilize the clinic include both employees, their dependents and retirees on Okeechobee County's medical plan and employees and their dependents that are not on Okeechobee County's medical plan. The participants that are on the County's medical plan will have the administration fee paid for by Okeechobee County. The participants that are not on the County's medical plan will pay Okeechobee County for the administration fee and in return Okeechobee County will pay Okeechobee Medical Providers, Inc. for their administration fee for those not on the County's medical plan.

**The monthly administration fee will be billed as follows:**

If there are at least 800 total participants, the administration fee = \$40.00 per person

If there are less than 800 total participants, the administration fee = \$56.00 per person

Two monthly rosters will be sent to TCMAi at least 5 days before the start of the month with a breakdown of eligible employees for the clinic. One roster will have all participants that are on Okeechobee County's medical plan. A second roster will have all participants that are not on Okeechobee County's medical plan.

**EXHIBIT I**  
**HSA Plans**

For any Okeechobee County patient that participates in the HSA plan offered through the County, there will be a \$15 fee per visit. This fee will be collected for each visit for any patient with the HSA. It is mandated that the patient must notify the medical office before their visit that they are participating in the HSA plan.

**AGREEMENT TO PIGGYBACK A CONTRACT FOR SERVICES BID BY ANOTHER  
GOVERNMENTAL ENTITY**

WHEREAS, OKEECHOBEE COUNTY, 312 N.W. 3rd Street, Okeechobee, Florida 34972, a political subdivision of the State of Florida, entered into an agreement dated September 26, 2017, a copy of which is attached hereto, with TREASURE COAST MEDICAL ASSOCIATES, INC. ("TCMA"), 3405 N.W. Federal Highway, Jensen Beach, Florida 34957, a Florida Corporation, to provide medical services for the County; and

WHEREAS, the CITY OF OKEECHOBEE ("City"), 55 S.E. 3<sup>rd</sup> Avenue, Okeechobee, Florida 34974, a Florida Municipal Corporation has the legal authority under Chapter Two, Section 2-289 of the City of Okeechobee Code of Ordinances to "piggyback" onto a contract procured pursuant to Florida Statute §287.057 by another governmental entity when seeking to utilize the same or similar products or services provided for in the said Contract; and

WHEREAS, the City desires to "piggyback" onto the above referenced Contract between Okeechobee County, Florida and TCMA for utilization of the same or similar products or services ("Work").

NOW THEREFORE, having found it to be in the public interest,

1. That TCMA affirms and ratifies the terms and conditions of the above referenced Contract with Okeechobee County, Florida and agrees to provide or perform services set forth therein for the City in accordance with the same terms of said Contract, the terms of which are fully incorporated herein, which are binding on the parties, and as more specifically set forth in the attached exhibit(s).
2. The City agrees to utilize the services or products of TCMA in a manner and upon the terms and conditions as set forth in the Contract between Okeechobee County, Florida and TCMA, which is for the provision of quality health care and improve wellness among employees through the provision of central services at the Employee Health Center located at 305 East North Park Street, Okeechobee, Florida (TCMA Urgent Care Okeechobee).
3. That this Agreement contemplates administrative and functional amendments to the TCMA Contract with Okeechobee County, Florida, Section 9.2, such as designated persons and address for notifications and contact between the City and TCMA which may be accomplished by separate letter of understanding between the City and TCMA. Presently, all contact and notifications to the City shall be: Marcos Montes De Oca, City Administrator, with copies to: India Riedel, Finance Director, 55 S.E. 3<sup>rd</sup> Avenue, Okeechobee, Florida 34974.
4. **ADDITIONAL COSTS AND SERVICES:** Covered employees are described in Section 2.1 of the Contract. This Contract between the City and TCMA provides for cost of services for each employee for the City, and for those employees who have elected to add family members on their City health insurance plan, each additional insured dependent in the family and City retirees, are also entitled to the provision of services of TCMA, at no additional cost. In addition, TCMA will provide its services under the Contract to dependents of employees who are not on the City insurance plan, billed at a discount in fees and costs as determined by TCMA. Further, occupational related medical services (i.e. workers compensation cases) shall be provided to employees under the terms set forth in Section 1.1 of the Contract, and at a cost to be determined, but represented to be approximately ten percent (10%) less than current City costs for such services.
5. **PASS THROUGH EXPENSES:** The City shall not be required to place an advance deposit with TCMA as does Okeechobee County in Exhibit "D" of the Contract, for the provision of prescription drugs. All prescription medications, as well as lab work, shall be provided at cost to patients on a pass through



basis, and invoiced separately to the **City**. These costs shall be in addition to the total monthly base costs set forth in the **City** pricing proposal (Exhibit A).

6. **TERMINATION:** As provided in Section 3.2 of the **TCMA** Contract.
7. **PUBLIC RECORDS:** The legislature has amended Chapter 119 Florida Statutes, Section .0701 thereof, to expand the obligation of local government to include into all contracts certain language that relates to public records, which is made a part of this contract.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE CITY OF OKEECHOBEE AT:**

**CITY CLERK'S OFFICE  
55 S.E. 3<sup>rd</sup> Avenue  
Okeechobee, FL. 34972  
(863) 763-3372 ext. 9814  
lgamiotea@cityofokeechobee.com**

Subject to state and Federal privacy laws protecting and relating to release of medical records, reports and findings, the **Contractor/TCMA** shall adhere to Florida public records laws, including the following:

- a. Keep and maintain public records required by the **City** to perform the services, and upon request of the custodian of records for the **City**, provide the **City** with a copy of the requested records or allow the records to be copied or inspected within a reasonable time at a cost that does not exceed the cost allowed in Chapter 119 or as otherwise provided by law.
- b. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this contract term and following completion of the contract if the **Contractor** does not transfer the records to the **City**.
- c. Upon completion of the contract, transfer, at no cost, to the **City** all public records in possession of the **Contractor** or thereafter keep and maintain public records required by the **City** to perform the service. If the **Contractor** transfers all public records to the **City** upon completion of the contract, the **Contractor** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the **Contractor** keeps and maintains public records upon completion of the contract, the **Contractor** shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the **City**, upon request of the City Clerk, in a format that is compatible with the information technology systems of the **City**.

**Noncompliance.**

- a. A request to inspect or copy public records relating to the **City's** contract for services must be made directly to the **City**. If the **City** does not possess the requested records, the **City** shall immediately notify the **Contractor** of the request, and the **Contractor** must provide the records to the **City** or allow the records to be inspected or copied within a reasonable time. A reasonable time is defined as within eight (8) business days.

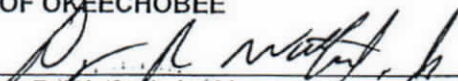
- b. If the **Contractor** does not comply with the request of the **City** for the records, the **City** shall enforce the contract provisions in accordance with the contract.
- c. If the **Contractor** fails to provide the public records to the **City** within a reasonable time, the **Contractor** may be subject to the penalties under Chapter 119.10.

**Civil Action.**


- a. If a civil action is filed against a **Contractor** to compel production of public records relating to the **City's** contract for professional services, the court shall assess and award against the **Contractor** the reasonable costs of enforcement, including reasonable attorney fees, if:
  1. The court determines that the **Contractor** unlawfully refused to comply with the public records request within a reasonable time; and
  2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the **Contractor** has not complied with the request, to the **City** and to the **Contractor**.
- b. A notice complies with the above if it is sent to the custodian of public records for the **City** and to the **Contractor** at the **Contractor's** address listed on its contract with the **City**, or to the **Contractor's** registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- c. A **Contractor** who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

Approved by the City of Okeechobee City Council this 3rd day of October, 2017.

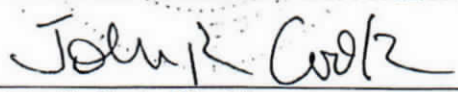
CITY OF OKEECHOBEE

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

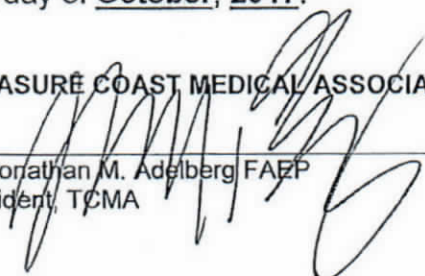
ATTEST:

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

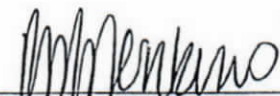
REVIEWED FOR LEGAL SUFFICIENCY:

  
 \_\_\_\_\_  
 John R. Cook, City Attorney

TREASURE COAST MEDICAL ASSOCIATES, INC.

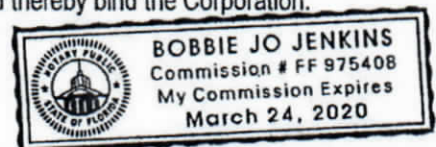
  
 \_\_\_\_\_  
 Dr. Jonathan M. Adelberg FAEP  
 President, TCMA

STATE OF FLORIDA  
 COUNTY OF Okeechobee

  
 \_\_\_\_\_  
 NOTARY PUBLIC, State of Florida

The foregoing was executed before me this 12th day of October, 2017, by Dr. Jonathan M. Adelberg, who personally swore or affirmed that he is authorized to execute this Agreement and thereby bind the Corporation.

Seal/stamp:



# Exhibit "A"



*Treasure Coast Medical Associates, Inc.*

City of Okeechobee  
Employee Health Program  
Pricing Proposal

Assumptions:

1. Monthly, the City will be billed for Administrative Fees & Reimbursable Expenses for Staffing.
2. Lab Costs: Fees for Labs will be billed quarterly.
3. Medication Costs: **To Be Discussed**
4. This Pricing Proposal covers Employee Health Services. Occupational Services will be addressed separately, outside this proposal.

Administrative Fees & Reimbursable Expenses includes all Fees and Expenses outlined in this Proposal.

Monthly Administrative Fee:

- PEPM at \$17 PEPM; Employee count to be provided monthly by City.

Monthly Reimbursable Expenses:

- Staffing allocated at a flat monthly fee of \$1,500.

Quarterly Reimbursable Expenses

- All labs drawn/processed
- Medications: **Based on outcome of discussion**

Example of Monthly Invoice (based on 63 Eligible Employees):

<u>Admin Fee</u>	
PEPM – 63 Eligible Employees	\$ 1,071
<u>Reimbursable Expenses:</u>	
Staffing Allocation	\$ 1,500
Total Monthly Invoice Amount:	<u>\$ 2,571</u>

3405 NW Federal Hwy, Jensen Beach, FL 34957  
(Ph.) 772-692-8082 (Fax) 772-232-9383

## EXHIBIT C

### REIMBURSABLE OPERATING EXPENSES

The only operating expenses that will be invoiced are the costs incurred for labs ordered, medications dispensed, X-ray over reads, and any other tests, equipment, or external contracted services which are agreed upon by the constituency for whom the tests, equipment, or contracted services are required. These pass-through expenses will only be for employees, dependents, and retirees that are on the City of Okeechobee's medical plan.

For the patients that are not on City of Okeechobee's medical insurance plan, the patient and not the City of Okeechobee will need to pay for these services.

**Medication:** A prescription will be sent to the pharmacy of their choosing.

**Vaccinations:** The patient will need to pay the self-pay price for any vaccinations needed that TCMA keeps in stock.

**Labs:** The patient will be given a requisition form to have their labs drawn at an outside laboratory.

**X-Ray Over Reads:** The patient will need to pay \$8.50 per view for any X-Rays performed in office. This fee will need to be paid before the X-Ray is performed. If the fee for the over reads increases by Okeechobee Medical Providers, Inc., this expense will be reflected in the charge for the patient.

**Durable Medical Equipment (“DME”):** DME is not covered in this contract. Any DME needed will be paid for by the patient and not the City of Okeechobee.



*Treasure Coast Medical Associates, Inc.*

**City of Okeechobee  
Employee Health Program  
Pricing Proposal**

Assumptions:

1. Monthly, the City will be billed for Administrative Fees & Reimbursable Expenses for Staffing.
2. Lab Costs: Fees for Labs will be billed quarterly.
3. Medication Costs: **To Be Discussed**
4. This Pricing Proposal covers Employee Health Services. Occupational Services will be addressed separately, outside this proposal.

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Monthly Administrative Fee:

- PEPM at \$17 PEPM; Employee count to be provided monthly by City.

Monthly Reimbursable Expenses:

- Staffing allocated at a flat monthly fee of \$1,500.

Quarterly Reimbursable Expenses

- All labs drawn/processed
- Medications: **Based on outcome of discussion**

Example of Monthly Invoice (based on 63 Eligible Employees):

<u>Admin Fee</u>	
PEPM – 63 Eligible Employees	\$ 1,071
<u>Reimbursable Expenses:</u>	
Staffing Allocation	\$ 1,500
Total Monthly Invoice Amount:	<u>\$ 2,571</u>

City of Okeechobee  
2022/2023 PROPOSED BUDGET

**Exhibit 13**  
**8/2/2022**  
**REVISED**

**GENERAL FUND**  
**RECAPITULATION - REVENUE AND EXPENSES**

Current Millage rate  
of 7.6018

	2020/2021	2021/2022	2021/2022	2022/2023
	EOY	MID YEAR	ESTIMATES	PROPOSED
F/Y Beginning Fund Balance	\$ 4,342,501	\$ 4,342,501	\$ 4,342,501	\$ 4,353,367
	\$ 4,342,501	\$ 4,342,501	\$ 4,342,501	\$ 4,353,367

REVENUES				
96% AD VALOREM @ PY 7.6018	\$ 2,446,588	\$ 2,537,990	\$ 2,587,900	\$ 2,872,498
OTHER FEES	\$ 825,170	\$ 708,900	\$ 719,200	\$ 704,900
INTERGOVERNMENTAL	\$ 1,905,730	\$ 1,827,300	\$ 1,934,100	\$ 1,782,900
CHARGES FOR SERVICES	\$ 1,277,300	\$ 1,155,900	\$ 1,214,700	\$ 1,328,300
FINES, FORFEITURES & PEN	\$ 35,200	\$ 35,200	\$ 32,650	\$ 35,200
USES OF MONEY & PROPER	\$ 10,100	\$ 10,100	\$ 14,100	\$ 10,100
OTHER REVENUES	\$ 135,200	\$ 201,403	\$ 56,500	\$ 40,700
	\$ 6,635,288	\$ 6,476,793	\$ 6,559,150	\$ 6,774,598

TRANSFERS - IN				
Public Facilities Fund (Transfer	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000
Capital Proj /Improvement Fun	\$ 438,974	\$ 564,994		\$ 454,376
TOTAL REVENUES	\$ 7,424,262	\$ 7,391,787	\$ 6,909,150	\$ 7,578,974

EXPENDITURES					
LEGISLATIVE	\$ 208,800	\$ 185,835	\$ 161,550	\$ 187,796	1.06%
EXECUTIVE	\$ 296,980	\$ 268,466	\$ 204,150	\$ 285,877	6.49%
CITY CLERK	\$ 306,410	\$ 300,087	\$ 289,120	\$ 314,597	4.84%
FINANCIAL SERVICES	\$ 337,930	\$ 337,930	\$ 321,850	\$ 348,142	3.02%
LEGAL COUNCIL	\$ 173,020	\$ 190,400	\$ 162,840	\$ 190,400	0.00%
GENERAL SERVICES	\$ 483,110	\$ 566,794	\$ 542,744	\$ 610,187	7.66%
LAW ENFORCEMENT	\$ 2,960,870	\$ 3,179,798	\$ 2,991,800	\$ 3,279,448	3.13%
FIRE PROTECTION	\$ 1,514,950	\$ 953,915	\$ 882,830	\$ 708,214	-25.76%
ROAD & STREET FACILITI	\$ 1,213,800	\$ 1,408,562	\$ 1,341,400	\$ 1,654,313	17.45%
TOTAL GEN. OPER. EXPENDITURES	\$ 7,495,870	\$ 7,391,787	\$ 6,898,284	\$ 7,578,974	2.53%

FISCAL YEAR ENDING FUND BALANCE	\$ 4,270,893	\$ 4,342,501	\$ 4,353,367	\$ 4,353,367
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# City of Okeechobee 2022/2023 PROPOSED BUDGET

## GENERAL FUND RECAPITULATION - REVENUE AND EXPENSES

**Millage Rate of  
7.3518 (.25 less than  
current)**

	2020/2021	2021/2022	2021/2022	2022/2023
	EOY	MID YEAR	ESTIMATES	PROPOSED
F/Y Beginning Fund Balance	\$ 4,342,501	\$ 4,342,501	\$ 4,342,501	\$ 4,353,367
	\$ 4,342,501	\$ 4,342,501	\$ 4,342,501	\$ 4,353,367

REVENUES				
96% AD VALOREM @ 7.3518	\$ 2,446,588	\$ 2,537,990	\$ 2,587,900	\$ 2,778,030
OTHER FEES	\$ 825,170	\$ 708,900	\$ 719,200	\$ 704,900
INTERGOVERNMENTAL	\$ 1,905,730	\$ 1,827,300	\$ 1,934,100	\$ 1,782,900
CHARGES FOR SERVICES	\$ 1,277,300	\$ 1,155,900	\$ 1,214,700	\$ 1,328,300
FINES, FORFEITURES & PEN	\$ 35,200	\$ 35,200	\$ 32,650	\$ 35,200
USES OF MONEY & PROPER	\$ 10,100	\$ 10,100	\$ 14,100	\$ 10,100
OTHER REVENUES	\$ 135,200	\$ 201,403	\$ 56,500	\$ 40,700
	\$ 6,635,288	\$ 6,476,793	\$ 6,559,150	\$ 6,680,130

TRANSFERS - IN				
Public Facilities Fund (Transfer	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000
Capital Proj /Improvement Fund	\$ 438,974	\$ 564,994		\$ 548,844
<b>TOTAL REVENUES</b>	<b>\$ 7,424,262</b>	<b>\$ 7,391,787</b>	<b>\$ 6,909,150</b>	<b>\$ 7,578,974</b>

EXPENDITURES					
LEGISLATIVE	\$ 208,800	\$ 185,835	\$ 161,550	\$ 187,796	1.06%
EXECUTIVE	\$ 296,980	\$ 268,466	\$ 204,150	\$ 285,877	6.49%
CITY CLERK	\$ 306,410	\$ 300,087	\$ 289,120	\$ 314,597	4.84%
FINANCIAL SERVICES	\$ 337,930	\$ 337,930	\$ 321,850	\$ 348,142	3.02%
LEGAL COUNCIL	\$ 173,020	\$ 190,400	\$ 162,840	\$ 190,400	0.00%
GENERAL SERVICES	\$ 483,110	\$ 566,794	\$ 542,744	\$ 610,187	7.66%
LAW ENFORCEMENT	\$ 2,960,870	\$ 3,179,798	\$ 2,991,800	\$ 3,279,448	3.13%
FIRE PROTECTION	\$ 1,514,950	\$ 953,915	\$ 882,830	\$ 708,214	-25.76%
ROAD & STREET FACILITI	\$ 1,213,800	\$ 1,408,562	\$ 1,341,400	\$ 1,654,313	17.45%
<b>TOTAL GEN. OPER. EXPENDITURES</b>	<b>\$ 7,495,870</b>	<b>\$ 7,391,787</b>	<b>\$ 6,898,284</b>	<b>\$ 7,578,974</b>	<b>2.53%</b>

FISCAL YEAR ENDING FUND BALANCE	\$ 4,270,893	\$ 4,342,501	\$ 4,353,367	\$ 4,353,367
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# City of Okeechobee 2022/2023 PROPOSED BUDGET

## GENERAL FUND RECAPITULATION - REVENUE AND EXPENSES

**Millage Rate of  
7.3216 (Rollback rate  
w/CPI)**

	2020/2021	2021/2022	2021/2022	2022/2023
	EOY	MID YEAR	ESTIMATES	PROPOSED
F/Y Beginning Fund Balance	\$ 4,342,501	\$ 4,342,501	\$ 4,342,501	\$ 4,353,367
	\$ 4,342,501	\$ 4,342,501	\$ 4,342,501	\$ 4,353,367

REVENUES				
96% AD VALOREM @ 7.3216	\$ 2,446,588	\$ 2,537,990	\$ 2,587,900	\$ 2,766,618
OTHER FEES	\$ 825,170	\$ 708,900	\$ 719,200	\$ 704,900
INTERGOVERNMENTAL	\$ 1,905,730	\$ 1,827,300	\$ 1,934,100	\$ 1,782,900
CHARGES FOR SERVICES	\$ 1,277,300	\$ 1,155,900	\$ 1,214,700	\$ 1,328,300
FINES, FORFEITURES & PEN	\$ 35,200	\$ 35,200	\$ 32,650	\$ 35,200
USES OF MONEY & PROPER	\$ 10,100	\$ 10,100	\$ 14,100	\$ 10,100
OTHER REVENUES	\$ 135,200	\$ 201,403	\$ 56,500	\$ 40,700
	\$ 6,635,288	\$ 6,476,793	\$ 6,559,150	\$ 6,668,718

TRANSFERS - IN				
Public Facilities Fund (Transfer	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000
Capital Proj /Improvement Fund	\$ 438,974	\$ 564,994		\$ 560,256
<b>TOTAL REVENUES</b>	<b>\$ 7,424,262</b>	<b>\$ 7,391,787</b>	<b>\$ 6,909,150</b>	<b>\$ 7,578,974</b>

EXPENDITURES					
LEGISLATIVE	\$ 208,800	\$ 185,835	\$ 161,550	\$ 187,796	1.06%
EXECUTIVE	\$ 296,980	\$ 268,466	\$ 204,150	\$ 285,877	6.49%
CITY CLERK	\$ 306,410	\$ 300,087	\$ 289,120	\$ 314,597	4.84%
FINANCIAL SERVICES	\$ 337,930	\$ 337,930	\$ 321,850	\$ 348,142	3.02%
LEGAL COUNCIL	\$ 173,020	\$ 190,400	\$ 162,840	\$ 190,400	0.00%
GENERAL SERVICES	\$ 483,110	\$ 566,794	\$ 542,744	\$ 610,187	7.66%
LAW ENFORCEMENT	\$ 2,960,870	\$ 3,179,798	\$ 2,991,800	\$ 3,279,448	3.13%
FIRE PROTECTION	\$ 1,514,950	\$ 953,915	\$ 882,830	\$ 708,214	-25.76%
ROAD & STREET FACILITIES	\$ 1,213,800	\$ 1,408,562	\$ 1,341,400	\$ 1,654,313	17.45%
<b>TOTAL GEN. OPER. EXPENDITURES</b>	<b>\$ 7,495,870</b>	<b>\$ 7,391,787</b>	<b>\$ 6,898,284</b>	<b>\$ 7,578,974</b>	<b>2.53%</b>

FISCAL YEAR ENDING FUND BALANCE	\$ 4,270,893	\$ 4,342,501	\$ 4,353,367	\$ 4,353,367
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City of Okeechobee  
2022/2023 PROPOSED BUDGET

**GENERAL FUND  
RECAPITULATION - REVENUE AND EXPENSES**

**Millage Rate of  
6.8987 Rollback Rate**

	2020/2021	2021/2022	2021/2022	2022/2023
	EOY	MID YEAR	ESTIMATES	PROPOSED
F/Y Beginning Fund Balance	\$ 4,342,501	\$ 4,342,501	\$ 4,342,501	\$ 4,353,367
	\$ 4,342,501	\$ 4,342,501	\$ 4,342,501	\$ 4,353,367

REVENUES				
96% AD VALOREM @ 6.8987	\$ 2,446,588	\$ 2,537,990	\$ 2,587,900	\$ 2,606,816
OTHER FEES	\$ 825,170	\$ 708,900	\$ 719,200	\$ 704,900
INTERGOVERNMENTAL	\$ 1,905,730	\$ 1,827,300	\$ 1,934,100	\$ 1,782,900
CHARGES FOR SERVICES	\$ 1,277,300	\$ 1,155,900	\$ 1,214,700	\$ 1,328,300
FINES, FORFEITURES & PEN	\$ 35,200	\$ 35,200	\$ 32,650	\$ 35,200
USES OF MONEY & PROPER	\$ 10,100	\$ 10,100	\$ 14,100	\$ 10,100
OTHER REVENUES	\$ 135,200	\$ 201,403	\$ 56,500	\$ 40,700
	\$ 6,635,288	\$ 6,476,793	\$ 6,559,150	\$ 6,508,916

TRANSFERS - IN				
Public Facilities Fund (Transfer	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000
Capital Proj /Improvement Fun	\$ 438,974	\$ 564,994		\$ 720,058
<b>TOTAL REVENUES</b>	\$ 7,424,262	\$ 7,391,787	\$ 6,909,150	\$ 7,578,974

EXPENDITURES					
LEGISLATIVE	\$ 208,800	\$ 185,835	\$ 161,550	\$ 187,796	1.06%
EXECUTIVE	\$ 296,980	\$ 268,466	\$ 204,150	\$ 285,877	6.49%
CITY CLERK	\$ 306,410	\$ 300,087	\$ 289,120	\$ 314,597	4.84%
FINANCIAL SERVICES	\$ 337,930	\$ 337,930	\$ 321,850	\$ 348,142	3.02%
LEGAL COUNCIL	\$ 173,020	\$ 190,400	\$ 162,840	\$ 190,400	0.00%
GENERAL SERVICES	\$ 483,110	\$ 566,794	\$ 542,744	\$ 610,187	7.66%
LAW ENFORCEMENT	\$ 2,960,870	\$ 3,179,798	\$ 2,991,800	\$ 3,279,448	3.13%
FIRE PROTECTION	\$ 1,514,950	\$ 953,915	\$ 882,830	\$ 708,214	-25.76%
ROAD & STREET FACILITIES	\$ 1,213,800	\$ 1,408,562	\$ 1,341,400	\$ 1,654,313	17.45%
<b>TOTAL GEN. OPER. EXPENDITURES</b>	\$ 7,495,870	\$ 7,391,787	\$ 6,898,284	\$ 7,578,974	2.53%

FISCAL YEAR ENDING FUND BALANCE	\$ 4,270,893	\$ 4,342,501	\$ 4,353,367	\$ 4,353,367
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City of Okeechobee  
2022/2023 PROPOSED BUDGET  
GENERAL FUND

RECAPITULATION - REVENUE AND EXPENSES

	2020/2021	2021/2022	2021/2022	2022/2023
	EOY	MID YEAR	ESTIMATES	PROPOSED
<b>FUND BALANCE</b>	\$ 4,342,501	\$ 4,342,501	\$ 4,342,501	\$ 4,353,367
Roll Forward from previous year				
	\$ 4,342,501	\$ 4,342,501	\$ 4,342,501	\$ 4,353,367

REVENUES

<b>TAXES:</b>					
311-1000	96% AD VALOREM @ PY 7.6018	\$ 2,446,588	\$ 2,537,990	\$ 2,587,900	\$ 2,872,498
	<b>TOTAL</b>	<b>\$ 2,446,588</b>	<b>\$ 2,537,990</b>	<b>\$ 2,587,900</b>	<b>\$ 2,872,498</b>

<b>OTHER FEES:</b>					
312-5100	Fire Insurance Premium	\$ 45,570	\$ -	\$ -	\$ -
312-5200	Casualty Insurance Prem Tax (Police)	\$ 86,900	\$ 62,000	\$ 62,000	\$ 62,000
314-1000	Utility Tax-Electric	\$ 570,000	\$ 525,600	\$ 537,000	\$ 525,600
314-4000	Utility Tax/Natural Gas	\$ 25,000	\$ 23,700	\$ 24,300	\$ 23,700
314-8000	Utility Tax/Propane	\$ 24,200	\$ 20,100	\$ 21,900	\$ 20,100
316-0000	Prof & Business Tax Receipt	\$ 73,500	\$ 73,500	\$ 74,000	\$ 73,500
319-0000	Public Service Fee		\$ 4,000	\$ -	
	<b>TOTAL</b>	<b>\$ 825,170</b>	<b>\$ 708,900</b>	<b>\$ 719,200</b>	<b>\$ 704,900</b>

<b>INTERGOVERNMENTAL REVENUES:</b>					
335-1210	SRS Cigarette Tax	\$ 215,000	\$ 212,000	\$ 220,000	\$ 212,000
335-1400	Mobile Home Licenses	\$ 14,500	\$ 12,500	\$ 10,100	\$ 10,100
335-1500	Alcoholic Beverage Licenses	\$ 6,800	\$ 5,300	\$ 6,300	\$ 5,800
335-1800	1/2 Cent Sales Tax	\$ 420,000	\$ 415,000	\$ 458,000	\$ 425,200
312-6000	1 Cent Sales Surtax	\$ 907,000	\$ 865,000	\$ 911,000	\$ 800,900
315.0000	Communications Service Tax	\$ 240,500	\$ 215,000	\$ 225,000	\$ 215,000
335-2300	Firefighters Supplement	\$ 100	\$ 400	\$ -	
337-2000	Public Safety - SRO OCSB	\$ 95,800	\$ 96,900	\$ 98,100	\$ 108,500
338-2000	County Business Licenses	\$ 6,030	\$ 5,200	\$ 5,600	\$ 5,400
	<b>TOTAL</b>	<b>\$ 1,905,730</b>	<b>\$ 1,827,300</b>	<b>\$ 1,934,100</b>	<b>\$ 1,782,900</b>

<b>CHARGES FOR CURRENT SERVICES</b>					
322-0000	Building & Inspections Fees	\$ 170,000	\$ 90,000	\$ 130,000	\$ 80,000
322-1000	Exception & Zoning Fees	\$ 20,100	\$ 7,000	\$ 13,500	\$ 3,000
323-1000	Franchise-Electric	\$ 425,000	\$ 405,000	\$ 410,000	\$ 405,000
323-4000	Franchise-Natural Gas	\$ 13,100	\$ 11,000	\$ 10,800	\$ 11,000
323-7000	Franchise-Solid Waste	\$ 122,000	\$ 121,000	\$ 121,000	\$ 121,000
329-0000	Plan Review Fees	\$ 17,500	\$ 6,500	\$ 6,400	\$ 1,000
341-2000	Alley/Street Closing Fees	\$ -	\$ 1,300		\$ 600
341-3000	Map Sales	\$ -	\$ 600		\$ 600
341-4000	Photocopies		\$ -		\$ -
342-1000	Public Safety - SRO OCA	\$ 74,400	\$ 77,500	\$ 77,500	\$ 83,400
342-2000	Special Details	\$ 41,000	\$ 25,000	\$ 30,500	\$ 25,000
343-4010	Solid Waste Collection Fees-Resd.	\$ 394,200	\$ 411,000	\$ 415,000	\$ 597,700
	<b>TOTAL</b>	<b>\$ 1,277,300</b>	<b>\$ 1,155,900</b>	<b>\$ 1,214,700</b>	<b>\$ 1,328,300</b>

City of Okeechobee  
2022/2023 PROPOSED BUDGET  
GENERAL FUND

RECAPITULATION - REVENUE AND EXPENSES

2020/2021	2021/2022	2021/2022	2022/2023
EOY	MID YEAR	ESTIMATES	PROPOSED

FINES, FORFEITURES & PENALTIES:					
351-1000	Court Fines	\$ 20,100	\$ 20,100	\$ 17,800	\$ 20,100
351-2000	Radio Comm. Fee	\$ 11,000	\$ 11,000	\$ 11,800	\$ 11,000
351-3000	Law Enforcement Education	\$ 2,800	\$ 2,800	\$ 1,900	\$ 2,800
351-4000	Investigation Cost Reimbursement	\$ 1,300	\$ 1,300	\$ 1,150	\$ 1,300
351-5000	Unclaimed Evidence			\$ -	\$ -
354-1000	Ordinance Violation Fines	\$ -	\$ -	\$ -	\$ -
	<b>TOTAL</b>	<b>\$ 35,200</b>	<b>\$ 35,200</b>	<b>\$ 32,650</b>	<b>\$ 35,200</b>

USES OF MONEY & PROPERTY:					
361-1000	Interest Earnings	\$ 10,100	\$ 10,100	\$ 14,100	\$ 10,100
361.3000	Investment Earnings				
364-1000	Surplus City Property				
	<b>TOTAL</b>	<b>\$ 10,100</b>	<b>\$ 10,100</b>	<b>\$ 14,100</b>	<b>\$ 10,100</b>

OTHER REVENUES:					
334-2000	Public Safety Grant	\$ -		\$ -	\$ -
334.5000	Special Purpose Grant (CARES)	\$ -	\$ 66,203		
343-9000	DOT Hwy Maint.Landscape/Mowing	\$ 9,000	\$ 9,000	\$ 9,100	\$ 9,100
343-9100	DOT Master Traffic Signals Maint.	\$ 22,000	\$ 22,000	\$ 23,800	\$ 22,000
343-9200	DOT Maint. Lights & Lights Contract				
366-1000	Other Revenues				
369-1000	Miscellaneous	\$ 11,900	\$ 11,900	\$ 9,500	\$ 2,500
369-4000	Code Enforcement Fine	\$ 90,200	\$ 90,200	\$ 11,900	\$ 5,000
369-5000	Police Accident Reports	\$ 2,100	\$ 2,100	\$ 2,200	\$ 2,100
383-0000	Capital Lease Proceeds				\$ -
	<b>TOTAL</b>	<b>\$ 135,200</b>	<b>\$ 201,403</b>	<b>\$ 56,500</b>	<b>\$ 40,700</b>

OTHER REVENUES AND TRANSFER IN					
		\$ -		\$ -	\$ -
	Capital Project Improvements (Transfer-In)	\$ 438,974	\$ -	\$ -	\$ 454,376
	CDBG Fund (Transfer-In)				
381-1000	Public Facilities Improvement (Transfer-In)	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000
	<b>TOTAL</b>	<b>\$ 788,974</b>	<b>\$ 350,000</b>	<b>\$ 350,000</b>	<b>\$ 804,376</b>

<b>TOTAL REVENUE &amp; OTHER FUNDING SOURCES</b>	<b>\$ 7,424,262</b>	<b>\$ 6,826,793</b>	<b>\$ 6,909,150</b>	<b>\$ 7,578,974</b>
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**OPERATING TRANSFERS - OUT**

- Due From CDBG
- Capital Project Building & Improvements
- Capital Project Vehicles
- TRANSFERS OUT

City of Okeechobee  
2022/2023 PROPOSED BUDGET

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City of Okeechobee  
**2022/2023 PROPOSED BUDGET**  
**General Fund - 001**

**DEPARTMENT: LEGISLATIVE (0511)**

		2020/2021	2021/2022	2021/2022	2022/2023
		EOY	MID YEAR	ESTIMATES	PROPOSED
1100	EXECUTIVE SALARIES	\$ 46,100	\$ 46,100	\$ 46,100	\$ 48,405
1510	LONGEVITY/SERVICE INCENTIVE		\$ -	\$ -	\$ 1,250
2100	FICA	\$ 3,600	\$ 3,600	\$ 3,600	\$ 3,800
2200	RETIREMENT	\$ 4,600	\$ 3,820	\$ 3,820	\$ 3,250
2300	LIFE AND HEALTH INSURANCE	\$ 35,600	\$ 48,100	\$ 28,700	\$ 42,600
2400	WORKERS COMPENSATION	\$ 350	\$ 415	\$ 370	\$ 315
2500	UNEMPLOYMENT	\$ 990			
<b>TOTAL PERSONNEL COSTS:</b>		<b>\$ 91,240</b>	<b>\$ 102,035</b>	<b>\$ 82,590</b>	<b>\$ 99,620</b>

City of Okeechobee  
**2022/2023 PROPOSED BUDGET**  
**General Fund - 001**

**DEPARTMENT: LEGISLATIVE (0511)**

OPERATIONS & SUPPLIES		2020/2021	2021/2022	2021/2022	2022/2023
		EOY	MID YEAR	ESTIMATES	PROPOSED
3100	PROFESSIONAL SERVICES				
3400	OTHER CONTRACT SERVICES	\$ 59,750	\$ 21,000	\$ 21,000	\$ 24,000
4000	TRAVEL AND PER DIEM	\$ 1,560	\$ 2,000	\$ 1,400	\$ 2,000
4100	COMM. & FREIGHT	\$ 2,800	\$ 3,000	\$ 2,100	\$ 3,000
4500	INSURANCE	\$ 4,550	\$ 4,200	\$ 4,060	\$ 4,176
4609	REPAIR & MAINTENANCE	\$ 1,400	\$ 4,200	\$ 3,300	\$ 4,200
4901	EDUCATION	\$ 2,200	\$ 2,200	\$ 800	\$ 3,400
4909	MISCELLANEOUS	\$ 500	\$ 2,000	\$ 1,200	\$ 2,000
5400	BOOKS, PUBLICATIONS, ETC	\$ 800	\$ 1,200	\$ 1,100	\$ 1,400
8100	SHARED SER/EDUCATION FOUN.	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
8200	AID TO PRIVATE ORGANIZATIONS		\$ -	\$ -	
8202	LOCAL COMMUNITY REQUEST	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000
559-8300	COMPETITIVE FL PARTNERSHIP GRAN	\$ -	\$ -	\$ -	\$ -
<b>TOTAL SUPPLIES AND OTHER SERVICES</b>		<b>\$ 117,560</b>	<b>\$ 83,800</b>	<b>\$ 78,960</b>	<b>\$ 88,176</b>
<b>GRAND TOTAL FOR DEPARTMENT</b>		<b>\$ 208,800</b>	<b>\$ 185,835</b>	<b>\$ 161,550</b>	<b>\$ 187,796</b>

2300 Estimating 3 requiring health insurance  
4901 Increase education based on new councilmember  
4609 Apportioned software cost for personnel,, \$200  
8100 2 years ago \$8940 for Shared Services Council

City of Okeechobee  
**2022/2023 PROPOSED BUDGET**  
**General Fund - 001**

**DEPARTMENT: EXECUTIVE (0512)**

PERSONNEL COST:		2020/2021	2021/2022	2021/2022	2022/2023
		EOY	MID YEAR	ESTIMATES	PROPOSED
1100	EXECUTIVE SALARIES	\$ 172,000	\$ 93,100	\$ 93,100	\$ 98,560
1200	REGULAR SALARIES	\$ 48,900	\$ 54,170	\$ 57,800	\$ 55,375
1510	LONGEVITY/SERVICE INCENTIVE	\$ 250	\$ -		
2100	FICA	\$ 14,100	\$ 11,540	\$ 11,700	\$ 11,900
2200	RETIREMENT	\$ 12,900	\$ 13,940	\$ 4,650	\$ 4,900
2300	LIFE AND HEALTH INSURANCE	\$ 27,700	\$ 42,300		\$ 47,700
2400	WORKERS COMPENSATION	\$ 920	\$ 1,380	\$ 1,250	\$ 1,260
<b>TOTAL PERSONNEL COSTS:</b>		<b>\$ 276,770</b>	<b>\$ 216,430</b>	<b>\$ 168,500</b>	<b>\$ 219,695</b>

City of Okeechobee  
2022/2023 PROPOSED BUDGET  
General Fund - 001

**DEPARTMENT: EXECUTIVE (0512)**

SUPPLIES & OTHER SERVICES		2020/2021	2021/2022	2021/2022	2022/2023
		EOY	MID YEAR	ESTIMATES	PROPOSED
3400	Other Contractual Services		\$ 25,000	\$ 17,000	\$ 40,000
4000	TRAVEL AND PER DIEM	\$ 1,750	\$ 2,000	\$ -	\$ 2,000
4100	COMM. & FREIGHT	\$ 3,900	\$ 4,300	\$ 4,100	\$ 4,300
4400	RENTALS & LEASES	\$ 3,560	\$ 4,100	\$ 3,850	\$ 4,100
4500	INSURANCE	\$ 2,500	\$ 3,750	\$ 3,500	\$ 3,732
4600	R&M VEHICLES	\$ 400	\$ 1,700	\$ 400	\$ 1,700
4609	R&M EQUIPMENT	\$ 4,300	\$ 3,200	\$ 3,000	\$ 3,800
4901	EDUCATION	\$ -	\$ 1,000	\$ -	\$ 1,000
4909	MISCELLANEOUS	\$ 200	\$ 500	\$ 500	\$ 500
5100	OFFICE SUPPLIES	\$ 150	\$ 500	\$ 500	\$ 800
5200	OPERATING SUPPLY	\$ 500	\$ 750	\$ 750	\$ 750
5201	FUEL AND OIL	\$ 1,700	\$ 3,936	\$ 1,550	\$ 2,200
5400	BOOKS, PUBLICATIONS, ETC	\$ 1,250	\$ 1,300	\$ 500	\$ 1,300
<b>TOTAL SUPPLIES AND OTHER SERVICES</b>		<b>\$ 20,210</b>	<b>\$ 52,036</b>	<b>\$ 35,650</b>	<b>\$ 66,182</b>
<b>GRAND TOTAL FOR DEPARTMENT</b>		<b>\$ 296,980</b>	<b>\$ 268,466</b>	<b>\$ 204,150</b>	<b>\$ 285,877</b>

- 1200 Placement of New Hire Executive Assistant commiserate with duties & responsibilities. Add personnel cost for duplicate Executive Assistant for 1 month and leave payout of same.
- 3400 Grant writer and Grant Administration. Personnel Manual and procedures handbook, etc.
- 4609 Apportioned software cost for personnel, \$200
- 5201 Estimating 400 gallons @ \$5.50



City of Okeechobee  
**2022/2023 PROPOSED BUDGET**  
**General Fund - 001**

**DEPARTMENT: CLERK OFFICE (2512)**

PERSONNEL COST:		2020/2021	2021/2022	2021/2022	2022/2023
		EOY	MID YEAR	ESTIMATES	PROPOSED
1100	EXECUTIVE SALARIES	\$ 70,300	\$ 72,000	\$ 72,000	\$ 75,602
1200	REGULAR SALARIES	\$ 73,500	\$ 76,032	\$ 68,300	\$ 75,275
1300	OTHER SALARIES		\$ -		
1400	OVERTIME	\$ 750	\$ 1,500	\$ 650	\$ 1,500
1510	LONGEVITY/SERVICE INCENTIVE		\$ -		
2100	FICA	\$ 10,800	\$ 11,300	\$ 11,100	\$ 11,700
2200	RETIREMENT	\$ 12,500	\$ 10,930	\$ 10,800	\$ 4,950
2300	LIFE AND HEALTH INSURANCE	\$ 33,700	\$ 38,700	\$ 40,400	\$ 40,500
2400	WORKERS COMPENSATION	\$ 990	\$ 1,125	\$ 1,020	\$ 1,150
2500	UNEMPLOYMENT	\$ 550			
<b>TOTAL PERSONNEL COSTS:</b>		<b>\$ 203,090</b>	<b>\$ 211,587</b>	<b>\$ 204,270</b>	<b>\$ 210,677</b>

City of Okeechobee  
2022/2023 PROPOSED BUDGET  
General Fund - 001

**DEPARTMENT: CLERK OFFICE (2512)**

SUPPLIES & OTHER SERVICES		2020/2021	2021/2022	2021/2022	2022/2023
		EOY	MID YEAR	ESTIMATES	PROPOSED
3103	MUNICIPAL CODE	\$ 4,120	\$ 13,600	\$ 13,800	\$ 13,800
3400	OTHER CONTRACTUAL SERVICES	\$ 29,200	\$ 17,300	\$ 17,300	\$ 19,820
4000	TRAVEL AND PER DIEM	\$ 1,200	\$ 3,300	\$ 2,200	\$ 4,000
4100	COMM. & FREIGHT	\$ 4,000	\$ 4,700	\$ 3,400	\$ 4,800
4500	INSURANCE	\$ 13,500	\$ 13,900	\$ 12,750	\$ 13,500
4609	R&M EQUIPMENT	\$ 7,200	\$ 9,800	\$ 6,000	\$ 10,400
4900	ADVERTISING/OTHER CHARGES	\$ 19,400	\$ 16,000	\$ 20,900	\$ 20,000
4901	EDUCATION	\$ 800	\$ 2,300	\$ 2,000	\$ 3,000
4909	MISCELLANEOUS/ELECTION	\$ 20,500	\$ 2,500	\$ 2,000	\$ 9,500
5100	OFFICE SUPPLIES	\$ 1,100	\$ 2,300	\$ 1,900	\$ 2,300
5400	BOOKS, PUBLICATIONS, ETC	\$ 2,300	\$ 2,800	\$ 2,600	\$ 2,800
<b>TOTAL SUPPLIES AND OTHER SERVICES</b>		<b>\$ 103,320</b>	<b>\$ 88,500</b>	<b>\$ 84,850</b>	<b>\$ 103,920</b>

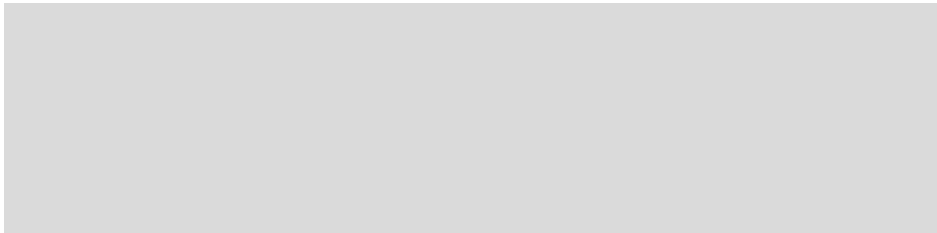
<b>GRAND TOTAL FOR DEPARTMENT</b>	<b>\$ 306,410</b>	<b>\$ 300,087</b>	<b>\$ 289,120</b>	<b>\$ 314,597</b>
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- 3103 Increase in annual costs, increase amount for next supplement anticipated
- 3400 Vendor proposed increases.
- 4000 Sending new employees to training and costs increasing for travel, hotel, meals.
- 4100 Based on trend, costs increasing
- 4500
- 4609 Vendor proposed increases., added software cost for personnel, \$400
- 4900 Advertisements rates have increased, and the quantity of ads have increased
- 4901 Based on trend, costs increasing.
- 4909 Increase based on Election costs; outgoing Council and Retirement plaques have increased, local vendor closed.

City of Okeechobee  
**2022/2023 PROPOSED BUDGET**  
**General Fund - 001**

**DEPARTMENT: LEGAL SERVICES (0514)**

SUPPLIES & OTHER SERVICES		2020/2021	2021/2022	2021/2022	2022/2023
		EOY	MID YEAR	ESTIMATES	PROPOSED
3100	PROFESSIONAL SERVICES	\$ 140,220	\$ 112,800	\$ 112,800	\$ 112,800
3101	PPROFESSIONAL SERVICES (CODE, E	\$ 32,500	\$ 50,000	\$ 40,200	\$ 50,000
3300	LEGAL COST	\$ -	\$ 25,000	\$ 9,600	\$ 25,000
4000	TRAVEL AND PER DIEM	\$ -	\$ 1,000		\$ 1,000
4100	COMM. AND FREIGHT SERVICES	\$ 300	\$ -		
4609	R&M EQUIPMENT		\$ 800	\$ 240	\$ 800
4901	EDUCATION		\$ 500		\$ 500
5100	OFFICE SUPPLIES	\$ -	\$ 300		\$ 300
5400	MEMBERSHIP & SUBSCRIPTIONS	\$ -	\$ -	\$ -	\$ -
<b>TOTAL SUPPLIES AND OTHER SERVICES</b>		<b>\$ 173,020</b>	<b>\$ 190,400</b>	<b>\$ 162,840</b>	<b>\$ 190,400</b>
<b>GRAND TOTAL FOR DEPARTMENT</b>		<b>\$ 173,020</b>	<b>\$ 190,400</b>	<b>\$ 162,840</b>	<b>\$ 190,400</b>



City of Okeechobee  
**2022/2023 PROPOSED BUDGET**  
**General Fund - 001**

**DEPARTMENT: FINANCE DEPARTMENT (0513)**

PERSONNEL COST:		2021/2022	2021/2022	2021/2022	2022/2023
		EOY	MID YEAR	ESTIMATES	PROPOSED
1100	EXECUTIVE SALARIES	\$ 66,500	\$ 68,500	\$ 68,400	\$ 72,530
1200	REGULAR SALARIES	\$ 86,700	\$ 85,600	\$ 73,800	\$ 80,212
1510	LONGEVITY/SERVICE INCENTIVE		\$ -		
2100	FICA	\$ 10,800	\$ 11,780	\$ 10,800	\$ 11,900
2200	RETIREMENT	\$ 13,500	\$ 11,600	\$ 11,100	\$ 4,800
2300	LIFE AND HEALTH INSURANCE	\$ 37,500	\$ 39,500	\$ 36,800	\$ 40,600
2400	WORKERS COMPENSATION	\$ 1,250	\$ 1,250	\$ 1,150	\$ 1,200
2500	UNEMPLOYMENT TAXES	\$ -	\$ -	\$ -	\$ -
<b>TOTAL PERSONNEL COSTS:</b>		<b>\$ 216,250</b>	<b>\$ 218,230</b>	<b>\$ 202,050</b>	<b>\$ 211,242</b>

# City of Okeechobee 2022/2023 PROPOSED BUDGET

## General Fund - 001

### DEPARTMENT: FINANCE DEPARTMENT (0513)

		2020/2021	2021/2022	2021/2022	2022/2023
		EOY	MID YEAR	ESTIMATES	PROPOSED
3200	ACCOUNTING & AUDIT	\$ 31,000	\$ 36,300	\$ 34,900	\$ 39,700
3400	OTHER CONTRACTUAL SERVICES	\$ 39,900	\$ 35,960	\$ 36,300	\$ 44,000
4000	TRAVEL AND PER DIEM	\$ 650	\$ 1,600	\$ 1,200	\$ 3,000
4100	COMM. & FREIGHT	\$ 3,400	\$ 4,700	\$ 4,100	\$ 4,700
4500	INSURANCE	\$ 9,100	\$ 9,970	\$ 9,400	\$ 10,100
4609	R&M EQUIPMENT	\$ 18,000	\$ 16,770	\$ 16,700	\$ 19,700
4901	EDUCATION		\$ 1,000	\$ 4,700	\$ 2,100
4909	MISCELLANEOUS	\$ 100	\$ 400	\$ 200	\$ 200
5100	OFFICE SUPPLIES	\$ 1,100	\$ 1,200	\$ 1,600	\$ 1,600
5200	OPERATING SUPPLY	\$ 14,200	\$ 11,700	\$ 10,600	\$ 11,700
5400	BOOKS, PUBLICATIONS, ETC	\$ 75	\$ 100	\$ 100	\$ 100
<b>TOTAL SUPPLIES AND OTHER SERVICES</b>		<b>\$ 117,525</b>	<b>\$ 119,700</b>	<b>\$ 119,800</b>	<b>\$ 136,900</b>

<b>TOTAL COST:</b>	<b>\$ 333,775</b>	<b>\$ 337,930</b>	<b>\$ 321,850</b>	<b>\$ 348,142</b>
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3200 Audit cost including anticipated Single Audit Requirement.

3400 Cyber Security Training, Added the OPEB cost

4609 Accounting & BTR software Maintenance cost, email licensure, other misc. equip repair

5200 Assessment program , Postage for tax notices

City of Okeechobee  
**2022/2023 PROPOSED BUDGET**  
**General Fund - 001**

**DEPARTMENT: GENERAL SERVICES (0519)**

PERSONNEL COST:		2020/2021	2021/2022	2021/2022	2022/2023
		EOY	MID YEAR	ESTIMATES	PROPOSED
1200	REGULAR SALARIES	\$ 111,700	\$ 119,400	\$ 119,400	\$ 126,100
1300	OTHER SALARY				
1400	OVERTIME	\$ 650	\$ 850	\$ 200	\$ 850
1510	LONGEVITY/SERVICE INCENTIVE				
2100	FICA	\$ 8,600	\$ 9,200	\$ 9,180	\$ 9,750
2200	RETIREMENT	\$ 9,900	\$ 8,880	\$ 8,880	\$ 4,000
2300	LIFE AND HEALTH INSURANCE	\$ 33,500	\$ 39,100	\$ 38,900	\$ 38,500
2400	WORKERS COMPENSATION	\$ 780	\$ 1,100	\$ 1,150	\$ 1,062
<b>TOTAL PERSONNEL COSTS:</b>		<b>\$ 165,130</b>	<b>\$ 178,530</b>	<b>\$ 177,710</b>	<b>\$ 180,262</b>

City of Okeechobee  
2022/2023 PROPOSED BUDGET  
General Fund - 001

**DEPARTMENT: GENERAL SERVICES (0519)**

SUPPLIES & OTHER SERVICES		2020/2021	2021/2022	2021/2022	2022/2023
		EOY	MID YEAR	ESTIMATES	PROPOSED
3100	PROFESSIONAL SERVICES	\$ 120,000	\$ 172,700	\$ 165,000	\$ 205,572
3400	OTHER CONTRACTUAL SERVICES	\$ 100,500	\$ 103,900	\$ 101,000	\$ 100,050
3401	PUBLIC MEETING CONTRACT COST	\$ 24,000	\$ 5,400	\$ 4,500	\$ 21,300
4000	TRAVEL AND PER DIEM	\$ 2,900	\$ 4,960	\$ 3,420	\$ 4,960
4100	COMM. & FREIGHT	\$ 3,400	\$ 5,740	\$ 5,700	\$ 5,900
4300	UTILITIES	\$ 8,800	\$ 10,600	\$ 9,500	\$ 10,600
4400	RENTALS AND LEASES	\$ 3,800	\$ 3,700	\$ 3,690	\$ 3,700
4500	INSURANCE	\$ 24,600	\$ 28,500	\$ 26,800	\$ 28,143
4600	R&M VEHICLES	\$ -	\$ 3,000	\$ -	\$ 3,000
4609	R&M BUILDING & EQUIPMENT	\$ 21,200	\$ 30,124	\$ 30,124	\$ 25,000
4901	EDUCATION	\$ -	\$ 1,000	\$ -	\$ 1,000
4909	MISCELLANEOUS	\$ -	\$ 1,000	\$ 1,000	\$ 500
5100	OFFICE SUPPLIES	\$ 2,200	\$ 2,900	\$ 2,200	\$ 2,500
5200	OPERATING SUPPLY	\$ 1,500	\$ 2,000	\$ 1,900	\$ 4,300
5201	FUEL AND OIL	\$ -	\$ 540	\$ -	\$ 1,200
5203	Surcharges remitted for permits		\$ 5,000	\$ 4,200	\$ 5,000
5204	POSTAGE & SUPPLIES	\$ 5,000	\$ 7,000	\$ 6,000	\$ 7,000
5400	BOOKS, PUBLICATIONS, ETC	\$ 80	\$ 200		\$ 200
<b>TOTAL SUPPLIES AND OTHER SERVICES</b>		<b>\$ 317,980</b>	<b>\$ 388,264</b>	<b>\$ 365,034</b>	<b>\$ 429,925</b>
<b>GRAND TOTAL FOR DEPARTMENT</b>		<b>\$ 483,110</b>	<b>\$ 566,794</b>	<b>\$ 542,744</b>	<b>\$ 610,187</b>

3100 New contract w/planner. Reconciliation between Zoning & FLUM Maps; Added Engineering Services, \$20,000 of review for Site Plans. Building Official 3% increase (no increase in over 10 years)

3400 Includes Escribe Webcasting Plus Close Captioning , \$17,100

4609 Permitting program, increase cost in maint of City Hall,

5200 Added shelving for storage

5201 Estimated # of gallons 200

City of Okeechobee  
2022/2023 PROPOSED BUDGET  
General Fund - 001

**DEPARTMENT: POLICE DEPARTMENT (0521)**

PERSONNEL COST:

		2020/2021	2021/2022	2021/2022	2022/2023
		EOY Adjustment	MID YEAR	ESTIMATES	PROPOSED
1100	EXECUTIVE SALARIES	\$ 121,000	\$ 81,200	\$ 81,200	\$ 87,050
1200	REGULAR SALARIES	\$ 1,390,000	\$ 1,518,000	\$ 1,480,000	\$ 1,639,400
1201	HOLIDAY PAY	\$ 6,500	\$ 7,000	\$ 6,800	\$ 7,350
1202	OFFICERS HOLIDAY PAY	\$ 24,500	\$ 29,000	\$ 28,000	\$ 31,100
1300	OTHER SALARY	\$ 19,500	\$ 44,500	\$ 15,500	\$ 30,000
1400	OVERTIME	\$ 2,300	\$ 3,100	\$ 500	\$ 3,250
1402	Dispatch OT	\$ 6,550	\$ 8,500	\$ 7,400	\$ 9,250
1403	OFFICERS OVERTIME PAY	\$ 149,500	\$ 90,000	\$ 97,000	\$ 95,500
1404	OFFICER OT SPECIAL DETAIL	\$ -	\$ 35,000	\$ 33,000	\$ 37,000
1501	AUXILIARY PAY	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200
1510	LONGEVITY/SERVICE INCENTIVE	\$ -	\$ -	\$ -	\$ 250
1520	OFFICERS LONGEVITY/SERVICE	\$ 500	\$ 500	\$ 500	\$ 250
1540	CAREER EDUCATION	\$ 13,100	\$ 15,600	\$ 13,500	\$ 15,600
2100	FICA	\$ 129,100	\$ 139,450	\$ 129,200	\$ 141,300
2200	RETIREMENT	\$ 240,300	\$ 204,300	\$ 192,000	\$ 137,800
2300	LIFE AND HEALTH INSURANCE	\$ 378,000	\$ 407,475	\$ 382,000	\$ 425,800
2400	WORKERS COMPENSATION	\$ 85,500	\$ 99,100	\$ 89,000	\$ 98,100
2500	UNEMPLOYMENT COMP.	\$ -	\$ 10,000	\$ 8,900	\$ 12,000
<b>TOTAL PERSONNEL COSTS:</b>		<b>\$ 2,567,550</b>	<b>\$ 2,693,925</b>	<b>\$ 2,565,700</b>	<b>\$ 2,772,200</b>



City of Okeechobee  
2022/2023 PROPOSED BUDGET  
General Fund - 001

**DEPARTMENT: POLICE DEPARTMENT**

SUPPLIES & OTHER SERVICES		2020/2021	2021/2022	2021/2022	2022/2023
		EOY	MID YEAR	ESTIMATES	PROPOSED
3100	PROFESSIONAL SERVICES	\$ 39,100	\$ 41,328	\$ 42,000	\$ 46,328
3400	OTHER CONTRACTURAL SERVICES	\$ 33,900	\$ 35,000	\$ 32,000	\$ 30,000
4000	TRAVEL AND PER DIEM	\$ 2,400	\$ 11,500	\$ 8,500	\$ 11,500
4100	COMM. & FREIGHT	\$ 48,200	\$ 47,500	\$ 44,200	\$ 47,500
4300	UTILITIES	\$ 13,500	\$ 16,000	\$ 17,400	\$ 19,000
4400	RENTALS AND LEASES	\$ 4,700	\$ 5,420	\$ 5,100	\$ 5,420
4500	INSURANCE	\$ 59,500	\$ 64,500	\$ 62,200	\$ 63,900
4600	R&M VEHICLES	\$ 19,500	\$ 25,000	\$ 21,600	\$ 27,000
4609	R&M EQUIPMENT	\$ 52,500	\$ 37,600	\$ 30,500	\$ 38,200
4700	PRINTING	\$ 1,000	\$ 2,000		\$ 2,000
4901	EDUCATION-RESTRICTED	\$ 5,600	\$ 8,200	\$ 9,500	\$ 12,200
4902	EDUCATION - NON-RESTRICTED	\$ 1,200	\$ 5,400	\$ 4,000	\$ 5,400
4903	CODE ENFORCEMENT	\$ 7,900	\$ 9,000	\$ 3,500	\$ 9,000
4909	MISCELLANEOUS	\$ 150	\$ 1,900	\$ 500	\$ 1,900
5100	OFFICE SUPPLIES	\$ 3,100	\$ 5,000	\$ 4,100	\$ 5,000
5101	DETECTIVE SUPPLIES	\$ 1,620	\$ 3,600	\$ 2,600	\$ 3,600
5102	INVESTIGATION FEES	\$ 3,200	\$ 3,200	\$ 1,200	\$ 3,200
5200	OPERATING SUPPLY	\$ 8,700	\$ 15,000	\$ 12,600	\$ 15,000
5201	FUEL AND OIL	\$ 59,500	\$ 116,625	\$ 94,500	\$ 128,500
5202	OPERATING SUPPLIES (TIRES)	\$ 6,100	\$ 8,000	\$ 8,000	\$ 8,000
5203	UNIFORMS/PATCHES	\$ 20,050	\$ 21,600	\$ 19,500	\$ 21,600
5400	BOOKS, PUBLICATIONS, ETC	\$ 1,900	\$ 2,500	\$ 2,600	\$ 3,000
<b>TOTAL SUPPLIES AND OTHER SERVICES</b>		<b>\$ 393,320</b>	<b>\$ 485,873</b>	<b>\$ 426,100</b>	<b>\$ 507,248</b>
<b>GRAND TOTAL FOR DEPARTMENT</b>		<b>\$ 2,960,870</b>	<b>\$ 3,179,798</b>	<b>\$ 2,991,800</b>	<b>\$ 3,279,448</b>

1200 Adjusted for Code Officer Salary. Employee pay leave pay out.  
3100 Crime Lab cost and New Hire cost  
3400 Shifted 5,000 that should be budgeted in 3400  
4600 Repair of vehicles escalating based on age of fleet  
4609 Apportioned software cost for personnel, \$600  
4901 Added addition funds for Education dollars  
4500 Using a \$10% rate adjustment  
4901 &  
5201 23,000 gallons; using a \$5.50 rate  
5400 Increase in publicization cost

City of Okeechobee  
2022/2023 PROPOSED BUDGET  
General Fund - 001

**DEPARTMENT: FIRE DEPARTMENT (0522)**

PERSONNEL COST:		2020/2021	2021/2022	2021/2022	2022/2023
		EOY	MID YEAR	ESTIMATES	PROPOSED
1100	EXECUTIVE SALARIES	\$ 80,300	\$ 57,100		
1200	REGULAR SALARIES	\$ 448,900	\$ -		
1200	SEPARATION EST INCL LEAVE BALANCE	\$ 10,900	\$ 110,950	\$ 162,700	
1201	HOLIDAY PAY		\$ -		
1202	ACTING LIEUT/PLANNER		\$ -		
1300	OTHER SALARY	\$ 74,600	\$ -		
1400	OVERTIME	\$ 63,300	\$ -		
1401	OVERTIME PAY/ANNUAL & SICK		\$ -		
1501	VOLUNTEER PAY	\$ 15,500	\$ -		
1510	LONGEVITY/SERVICE INCENTIVE		\$ 750		
1540	CAREER EDUCATION	\$ 900	\$ 400	\$ 400	
2100	FICA	\$ 62,500	\$ 7,600	\$ 8,600	
2200	RETIREMENT	\$ 97,800	\$ 50,800	\$ 50,900	\$ 48,814
2300	LIFE AND HEALTH INSURANCE	\$ 135,200	\$ 7,100	\$ 9,000	
2400	WORKERS COMPENSATION	\$ 44,500	\$ 1,980	\$ 1,800	
2500	UNEMPLOYMENT COMPENSATION		\$ 25,000		\$ 15,000
<b>TOTAL PERSONNEL COSTS:</b>		\$ 1,034,400	\$ 261,680	\$ 233,400	\$ 63,814

City of Okeechobee  
2022/2023 PROPOSED BUDGET  
General Fund - 001

**DEPARTMENT: FIRE DEPARTMENT (0522)**

SUPPLIES & OTHER SERVICES		2020/2021	2021/2022	2021/2022	2022/2023
		EOY	MID YEAR	ESTIMATES	PROPOSED
3100	PROFESSIONAL SERVICES (MD)	\$ 6,100	\$ -		
3102	PROF SERV (PHYS FOR SCBA)	\$ 100	\$ -		
3103	WELLNESS PROGRAM (Gym)	\$ 2,400	\$ -		
3400	FIRE CONTRACTUAL SERVICES	\$ 97,700	\$ 609,000	\$ 571,000	\$ 603,000
3401	CONTRACTUAL SER-3 TEMP FF	\$ 24,500	\$ 28,000	\$ 28,000	
3402	SEPARATION ESTIMATE INCL LEAVE BA	\$ 220,400	\$ -		
4000	TRAVEL AND PER DIEM	\$ 200	\$ -		
4100	COMM. & FREIGHT	\$ 12,300	\$ 10,000	\$ 9,680	\$ 1,800
4300	UTILITIES	\$ 11,200	\$ 7,500	\$ 7,500	\$ 7,500
4400	RENTALS AND LEASES	\$ 1,050	\$ 1,500	\$ 1,400	
4500	INSURANCE	\$ 29,900	\$ 16,500	\$ 16,100	\$ 16,900
4600	R&M VEHICLES	\$ 18,800	\$ 3,000	\$ 500	
4609	R&M BUILDING & EQUIPMENT	\$ 19,800	\$ 9,000	\$ 11,500	\$ 15,000
4700	PRINTING	\$ -	\$ 125		
4901	EDUCATION	\$ 8,200	\$ -		
4902	PUBLIC EDUCATION & FIRE PREV.	\$ 1,000	\$ -		
4905	TRAINING & MATERIALS	\$ 1,400	\$ -		
4909	MISCELLANEOUS		\$ 200		
5100	OFFICE SUPPLIES	\$ 1,500	\$ 400		
5200	OPERATING SUPPLY	\$ 7,600	\$ 1,900	\$ 1,100	\$ 200
5201	FUEL AND OIL	\$ 7,000	\$ 2,660	\$ 2,200	\$ -
5202	OPERATING SUPPLIES (TIRES)	\$ 4,100	\$ 1,500	\$ -	
5203	UNIFORMS/PATCHES	\$ 3,600	\$ 750	\$ 450	
5400	BOOKS, PUBLICATIONS, ETC	\$ 1,700	\$ 200	\$ -	
<b>TOTAL SUPPLIES AND OTHER SERVICES:</b>		<b>\$ 480,550</b>	<b>\$ 692,235</b>	<b>\$ 649,430</b>	<b>\$ 644,400</b>
<b>GRAND TOTAL FOR DEPARTMENT</b>		<b>\$ 1,514,950</b>	<b>\$ 953,915</b>	<b>\$ 882,830</b>	<b>\$ 708,214</b>

3400 Fire Services Contract Cost

Continue cost for maintaining building, etc.

City of Okeechobee  
2022/2023 PROPOSED BUDGET

General Fund - 001

**DEPARTMENT: PUBLIC WORKS (0541)**

PERSONNEL COST:		2020/2021	2020/2021	2021/2022	2021/2022	2022/2023
		EOY Adjustment	EOY Adjustment	BUDGET	ESTIMATES	PROPOSED
1100	EXECUTIVE SALARIES	\$ 82,100	\$ 82,100	\$ 84,900	\$ 84,800	\$ 88,678
1200	REGULAR SALARIES	\$ 338,900	\$ 338,900	\$ 386,100	\$ 362,500	\$ 400,385
1300	OTHER SALARIES	\$ 1,700	\$ 1,700	\$ -		
1400	OVERTIME	\$ 6,400	\$ 6,400	\$ 8,000	\$ 5,500	\$ 8,000
1510	LONGEVITY/SERVICE INCENTIVE			\$ -		
2100	FICA	\$ 32,700	\$ 32,700	\$ 36,100	\$ 33,800	\$ 38,600
2200	RETIREMENT	\$ 38,500	\$ 38,500	\$ 35,800	\$ 34,800	\$ 16,100
2300	LIFE AND HEALTH INSURANCE	\$ 120,200	\$ 120,200	\$ 141,900	\$ 131,800	\$ 144,700
2400	WORKERS COMPENSATION	\$ 23,000	\$ 23,000	\$ 32,700	\$ 30,900	\$ 33,500
2500	UNEMPLOYMENT COST	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL PERSONNEL COSTS:</b>		<b>\$ 643,500</b>	<b>\$ 643,500</b>	<b>\$ 725,500</b>	<b>\$ 684,100</b>	<b>\$ 729,963</b>

City of Okeechobee  
 2022/2023 PROPOSED BUDGET

General Fund - 001

**DEPARTMENT: PUBLIC WORKS (0541)**

		2020/2021	2020/2021	2021/2022	2021/2022	2022/2023
		EOY	EOY	Mid Year Budget	ESTIMATES	PROPOSED
		Adjustment	EOY	Mid Year Budget	ESTIMATES	PROPOSED
3100	PROFESSIONAL SERVICES	\$ -	\$ -	\$ 5,000	\$ 3,500	\$ 7,500
3400	OTHER CONTRACTUAL SERVICES	\$ 1,100	\$ 1,100	\$ 5,000	\$ 3,100	\$ 5,000
3401	GARBAGE COLLECTION FEE	\$ 385,500	\$ 385,500	\$ 402,900	\$ 398,000	\$ 597,700
4000	TRAVEL AND PER DIEM	\$ 800	\$ 800	\$ 3,250	\$ 2,600	\$ 2,000
4100	COMM. & FREIGHT	\$ 7,500	\$ 7,500	\$ 16,000	\$ 15,600	\$ 17,600
4300	UTILITIES	\$ 25,500	\$ 25,500	\$ 25,000	\$ 27,900	\$ 30,000
4400	RENTALS & LEASES	\$ 2,100	\$ 2,100	\$ 3,500	\$ 2,600	\$ 3,500
4500	INSURANCE	\$ 39,100	\$ 39,100	\$ 41,500	\$ 40,500	\$ 42,700
4600	R&M VEHICLES	\$ 5,600	\$ 5,600	\$ 7,000	\$ 7,100	\$ 8,000
4605	R&M PARKS	\$ 15,100	\$ 15,100	\$ 22,500	\$ 19,900	\$ 25,000
4608	Demolition cost/cleanup/admin cost, etc.	\$ -	\$ -	\$ 15,000	\$ -	\$ 25,000
4609	R&M BUILDING & EQUIPMENT	\$ 37,500	\$ 37,500	\$ 47,500	\$ 62,000	\$ 60,600
4901	EDUCATION	\$ 2,200	\$ 2,200	\$ 8,500	\$ 5,000	\$ 9,000
4909	MISCELLANEOUS	\$ 100	\$ -	\$ 250	\$ -	\$ 250
5100	OFFICE SUPPLIES	\$ 900	\$ 900	\$ 500	\$ 400	\$ 600
5200	OPERATING SUPPLY	\$ 9,200	\$ 9,200	\$ 9,000	\$ 11,300	\$ 12,500
5201	FUEL AND OIL	\$ 26,700	\$ 26,700	\$ 53,562	\$ 46,300	\$ 59,000
5202	OPERATING SUPPLIES (TIRES)	\$ 2,000	\$ 2,000	\$ 4,000	\$ 3,700	\$ 3,000
5203	UNIFORMS	\$ 6,300	\$ 6,300	\$ 6,000	\$ 6,100	\$ 6,500
5204	DUMPING FEES	\$ 500	\$ 500	\$ 1,000	\$ 100	\$ 1,500
5205	MOSQUITO CONTROL	\$ 2,700	\$ 2,700	\$ 6,000	\$ 1,200	\$ 6,600
5400	BOOKS, PUBLICATIONS, ETC			\$ 100	\$ 400	\$ 800
<b>TOTAL SUPPLIES AND OTHER SERVICES:</b>		<b>\$ 570,400</b>	<b>\$ 570,300</b>	<b>\$ 683,062</b>	<b>\$ 657,300</b>	<b>\$ 924,350</b>
<b>GRAND TOTAL FOR DEPARTMENT</b>		<b>\$ 1,213,900</b>	<b>\$ 1,213,800</b>	<b>\$ 1,408,562</b>	<b>\$ 1,341,400</b>	<b>\$ 1,654,313</b>

3100 Add \$2500 for pest duck removal @ Centennial Park (4 X \$750)

4605 Replacement large flags (\$2500) and increased maintenance costs for Cattleman's Square  
 Includes one (1 replacement Chickee (\$6500) and replacement large flags (\$2500)

4608 Demolition cost for derelict properties, incl admin cost, liens, etc. (not legal cost)

4609 General increase due to large increase in material costs, Apportioned software personnel cost, \$600

5201 FY 22-23 Estimate                      Gallons  
 Unleaded                                      7,000  
 Off Road Diesel                              2,500  
 On Road Diesel                              750

5400 American Public Works Assn and Florida Stormwater Assn memberships

City of Okeechobee  
2022/2023 PROPOSED BUDGET

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City of Okeechobee  
2022/2023 PROPOSED BUDGET  
Public Facility Fund-301

**Public Facility Fund (Transportation)**

	2020/2021	2021/2022	2021/2022	2022/2023
	EOY Adjustment	Mid Year	ESTIMATES	PROPOSED
<b>F/Y BEGINNING FUND BALANCE</b>	\$ 844,807	\$ 923,970	\$ 946,855	\$ 926,183

REVENUES					
301-313.4100	LOCAL OPTION GAS TAX	\$ 343,000	\$ 347,800	\$ 388,800	\$ 408,000
301-313.4200	LOCAL ALTER, FUEL USER FEE	\$ 209,000	\$ 212,300	\$ 249,400	\$ 248,800
301-335.1220	SRS EIGHT CENT MOTOR FUEL	\$ 63,400	\$ 60,500	\$ 60,300	\$ 60,100
301-312.3000	NINTH CENT FUEL TAX	\$ 62,000	\$ 61,050	\$ 67,300	\$ 71,100
301-335.4100	MOTOR FUEL TAX REBATE	\$ 1,260	\$ 1,200	\$ 1,250	\$ 1,200
301-361.1000	SCOP Funding	\$ -	\$ 334,951		\$ 334,951
301-361.1000	INTEREST EARNINGS	\$ 7,600	\$ 900	\$ 1,200	\$ 1,100
301-369.1000	MISCELLANEOUS				
	<b>TOTAL REVENUES</b>	<b>686,260</b>	<b>\$ 1,018,701</b>	<b>\$ 768,250</b>	<b>\$ 1,125,251</b>

EXPENDITURES					
301-549.3100	PUBLIC FAC.-PROFESSIONAL SER.	\$ 750	\$ 108,810	\$ 83,872	\$ 27,500
301-549-3400	PUBLIC FAC. CONTRACTUAL SERVICE	\$ 62,900	\$ 90,000	\$ 82,900	\$ 110,000
301-549-4300	PUBLIC FAC. UTILITIES	\$ 58,600	\$ 65,000	\$ 64,100	\$ 70,000
301-549-4609	REPAIR & MAINTENANCE	\$ 30,400	\$ 86,500	\$ 50,000	\$ 86,500
301-549-4909	MISC-PARK HOLIDAY LIGHTS	\$ 4,800	\$ 1,000	\$ 6,900	\$ 5,000
301-549-5300	PUBLIC FAC. ROAD & MATERIALS	\$ 61,500	\$ 80,000	\$ 76,200	\$ 80,000
301-549-6300	PUBLIC FAC. IMPROVEMENTS	\$ 95,700	\$ 100,000	\$ 50,000	\$ 250,000
301-549-6301	SCOP IMPROVEMENTS	\$ -	\$ 334,951		\$ 334,951
301-549.6302	PUBLIC FAC. BEAUTIFICATION	\$ -	\$ 5,000	\$ 4,200	\$ 5,000
301-549.6400	PUBLIC FAC. MACHINERY & EQUIP	\$ 64,400	\$ 20,750	\$ 20,750	\$ 182,000
	<b>TOTAL EXPENSES</b>	<b>\$ 379,050</b>	<b>\$ 892,011</b>	<b>\$ 438,922</b>	<b>\$ 1,150,951</b>

Transfer to General Fund	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000
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<b>F/Y ENDING FUND BALANCE</b>	<b>\$ 802,017</b>	<b>\$ 700,660</b>	<b>\$ 926,183</b>	<b>\$ 550,483</b>
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# City of Okeechobee

## 2022/2023 PROPOSED BUDGET

		2021/2022	PROPOSED
3100	Eng/Prof Services - SW 5th Avenue SCOP - CEI		\$ 15,000
	Eng/Prof Services - FDOT Grant prep		\$ 7,500
	Eng/Prof Services - Stormwater Mapping		\$ 5,000
3400	Grounds Maint/Street Sweeping	\$ 90,000	\$ 110,000
4609	Sidewalk Repair and ADA ramp Installation	\$ 50,000	\$ 65,000
	Roadway Striping		\$ 20,000
	Replacement small ROW equipment	\$ 1,500	\$ 1,500
5300	Sign Repair/Replacement	\$ 20,000	\$ 20,000
	Traffic Signal Equip Upgrades	\$ 10,000	\$ 10,000
	ROW Drainage	\$ 10,000	\$ 10,000
	R&M Bridges & Culverts	\$ 10,000	\$ 10,000
	Storm Water Infiltration repair	\$ 20,000	\$ 20,000
	Storm Water Ditch Maint Adjustments	\$ 10,000	\$ 10,000
6300	Asphalt and Roadway Reconstruction	\$ 100,000	\$ 100,000
	Sidewalk Program	\$ 15,000	\$ -
	Stormwater repair pipe lining	\$ 1,000,000	\$ 150,000
6301	SCOP SE 5th Avenue	\$ 334,951	\$ 334,951
6302	New/Replace Trash cans, Parks and S Park St		\$ 5,000
6400	Pickup Truck		\$ 32,000
	Backhoe		\$ 140,000
	Arm Mower Grapple Attachment		\$ 10,000



City of Okeechobee  
2022/2023 PROPOSED BUDGET

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City of Okeechobee  
2022/2023 PROPOSED BUDGET  
CAPITAL PROJECTS IMPROVEMENTS

		2020/2021	2021/2022	2021/2022	2022/2023
		EOY Adjustment	Mid Year	ESTIMATES	PROPOSED
<b>F/Y BEGINNING FUND BALANCE</b>		\$ 3,190,195	\$ 3,685,061	\$ 3,685,061	\$ 3,590,400
<b>REVENUES</b>					
304-383.0000		\$ -	\$ -		\$ -
304-364.1000	DISPOSITION OF FIXED ASSETS	\$ 38,500	\$ 148,500	\$ 121,400	\$ -
304-361.1000	INTEREST EARNINGS	\$ -	\$ -	\$ -	\$ -
304-369.1000	MISCELLANEOUS	\$ -	\$ -	\$ -	\$ -
304-369.1000	Grant Reimbursement	\$ -	\$ -	\$ 200,000	\$ 50,000
<b>TOTAL REVENUES</b>		\$ 38,500	\$ 148,500	\$ 321,400	\$ 50,000

<b>EXPENDITURES</b>					
304-549-3100	Professional Services	\$ 94,000	\$ -	\$ -	\$ -
304-512-3100	Professional Services	\$ 3,500	\$ -	\$ 88,500	\$ -
304-511-6400	ADMINISTRATION CAPITAL	\$ 700	\$ 90,000	\$ 90,000	\$ -
304-512-6400	ADMINISTRATION CAPITAL	\$ -	\$ -	\$ -	
304-513-6400	FINANCE CAPITAL	\$ 3,400	\$ 2,500	\$ 2,400	\$ 5,000
304-519-6400	GENERAL SERVICES CAPITAL	\$ 6,200	\$ 47,500	\$ 5,800	\$ 20,000
304-521-6400	LAW ENFORCEMENT CAPITAL	\$ 78,500	\$ 128,800	\$ 26,800	\$ 696,000
304-522-6400	FIRE PROTECTION CAPITAL	\$ -	\$ -	\$ -	
304-536.6400	SEWER/WASTEWATER	\$ -	\$ -	\$ -	
304-541-6400	PUBLIC WORKS CAPITAL	\$ 8,300	\$ -	\$ 4,500	\$ 60,000
304-549-6400	Other Capital (Pub Safety, Transp.)	\$ -		\$ -	
304-549-6401	PARKS CAPITAL IMPROVEMENT	\$ 35,400	\$ 105,000	\$ 200,000	\$ 150,000
304-549-6402	MEDIAN REPLACEMENT & ROW	\$ -	\$ 10,000	\$ 5,000	\$ 10,000
304-549.6403	TREE PROGRAM	\$ -	\$ 15,000	\$ -	\$ 15,000
304-584.6400	FUTURE CAPITAL PROJECTS	\$ -		\$ -	\$ -
304-2512-6400	CLERK CAPITAL	\$ -	\$ -	\$ -	\$ 1,000
<b>TOTAL EXPENDITURES</b>		\$ 230,000	\$ 398,800	\$ 423,000	\$ 957,000

<b>OTHER REVENUES AND TRANSFER IN</b>		\$ -			
	Other Grants - Transfer In		\$ -		\$ -
<b>TOTAL TRANSFER INS</b>		\$ -	\$ -		\$ -

TRANSFER OUT TO Other Funds	\$ -	\$ -		\$ 83,000
TRANSFER OUT TO GENERAL FUND	\$ 438,974	\$ 564,994	\$ -	\$ 454,376
<b>TOTAL TRANSFER OUT</b>	\$ 438,974	\$ 564,994	\$ -	\$ 537,376
<b>ASSIGNED FUND BALANCE</b>				
<b>TOTALASSIGNED FUND BALANCE</b>	\$ -	\$ -		\$ -
<b>F/Y ENDING FUND BALANCE</b>	\$ 2,559,721	\$ 2,869,767	\$ 3,583,461	\$ 2,146,024

City of Okeechobee  
2022/2023 PROPOSED BUDGET

# Capital Projects Improvements

*Specific Projected cost/estimates*

Acct #	Dept	Description	Estimated Amounts
513-6400	Finance		
		Replacement Computers/software	\$ 5,000
<b>513-6400</b>	<b>Finance</b>	<b>Fin Subtotal</b>	<b>\$ 5,000</b>
519-6400	General Services		
		Landscaping City Hall	\$ 20,000
<b>519-6400</b>	<b>General Services</b>	<b>GS Subtotal</b>	<b>\$ 20,000</b>
521-6400	Police		
		1 - Radar, computers, tasers	\$ 21,000
		5 - Replacement cars incl equipment	\$ 175,000
		SLERS consoles	\$ 100,000
		SLERS Radios	\$ 400,000
<b>521-6400</b>	<b>Police</b>	<b>PD Subtotal</b>	<b>\$ 696,000</b>
	Public Works		
		Primitive Baptist Church Air Conditioning/Electrical	\$ 40,000
		Chamber Conference room-Paneling, mitigation of mold	\$ 20,000
<b>541-6400</b>	<b>Public Works</b>	<b>PW Subtotal</b>	<b>\$ 60,000</b>
<b>536-6400</b>		<b>Stormwater Subtotal</b>	<b>\$ -</b>
549-6403	Public Works	Tree Program	\$ 15,000
<b>549-6403</b>	<b>Public Works</b>	<b>PW Trees Subtotal</b>	<b>\$ 15,000</b>
541-6401	Parks		
		Flagler Park/Cattleman's End Caps	\$ 100,000
		Kayak ramp	\$ 50,000
<b>541-6401</b>	<b>Parks</b>	<b>Parks Subtotal</b>	<b>\$ 150,000</b>
541-6402	Median Rep	Median Replacement/Right of Way/Parks	\$ 10,000
<b>541-6402</b>	<b>Med Replacement</b>	<b>Med Repl Subtotal</b>	<b>\$ 10,000</b>
2512-6400	Clerk	Computer Replacement for Laserfiche	\$ 1,000
<b>2512-6400</b>	<b>Clerk</b>	<b>Clerk Subtotal</b>	<b>\$ 1,000</b>

City of Okeechobee  
2022/2023 PROPOSED BUDGET

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City of Okeechobee  
**2022/2023 PROPOSED BUDGET**  
**Other Grants**

**RECAPITULATION - REVENUE & EXPENSES**

	2019/2020	2020/2021	2020/2021	2021/2022
	EOY	MID YEAR	ESTIMATES	PROPOSED
<b>F/Y BEGINNING FUND BALANCE</b>	\$ 8,575	\$ 260,000	\$ 62,000	\$ 47,000

<b>REVENUES</b>					
302-331.3903	TMDL Grant	\$ -			
302-331-3904	Stormwater Drainage Grant	\$ -	\$ 300,000		\$ 300,000
302-331.3905	Section 319 Grant	\$ -			
302-361.1000	Interest Earnings	\$ -			
302-381.0000	TRANSFER IN -CAPITAL ASSIGNED FUNDS	\$ 300,000			\$ 83,000
302-381.0000	TRANSFER IN -CAPITAL FUND RESERVES	\$ 100,000			\$ -
	<b>TOTAL REVENUES</b>	\$ 400,000	\$ 300,000		\$ 383,000

<b>EXPENDITURES</b>					
302-2552.3100	PROFESSIONAL SERVICES	\$ -			
302-2552.3200	ADMINISTRATIVE SERVICES	\$ -			
302-2552.4609	TEMPORARY RELOCATION	\$ -			
302-2552.4609	HOUSING REHAB DEMO/REPL/RELOC	\$ -			
302-2552.4909	MISCELLANEOUS	\$ -			
302-2000-4909	MISCELLANEOUS - BANKING EXP				
302-2752.3100	PROFESSIONAL SERVICES	\$ 5,905	\$ 35,000	\$ -	\$ 45,000
302-2752.3200	ADMINISTRATIVE SERVICES	\$ 5,000	\$ 13,500	\$ 13,500	\$ 13,500
302-2752.4909	MISCELLANEOUS	\$ 100	\$ 1,500	\$ 1,500	\$ 1,500
302-2752.4609	STREET IMPROVEMENTS/ADDITIONS	\$ -			
302-2752.6300	INFRASTRUCTURE IMPROVEMENTS	\$ -	\$ -		\$ 370,000
302-2752-6400	Park and Canal Improvements	\$ 389,924	\$ 370,000		\$ -
	<b>TOTAL EXPENSES</b>	\$ 400,929	\$ 420,000	\$ 15,000	\$ 430,000

<b>Return General Fund Loan</b>		\$ -		\$ -
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<b>F/Y ENDING FUND BALANCE</b>	\$ 7,646	\$ 140,000	\$ 47,000	\$ -
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DUE TO GENERAL FUND \$ 150,000

Grant project related to:  
Taylor Creek SE 4th Street (Baffle Box)

City of Okeechobee  
**2022/2023 PROPOSED BUDGET**  
**Industrial Development Grant Fund**

**RECAPITULATION - REVENUE & EXPENSES**

	2021/2022 EOY	2021/2022 Mid Year	2021/2022 Estimates	2022/2023 Proposed
<b>F/Y BEGINNING FUND BALANCE</b>	\$ -	\$ -	\$ -	\$ 120,558

<b>REVENUES</b>					
305-332.1000	American Rescue Plan Act Funds		\$ 1,456,482	\$ 1,456,482	
305-369.1000	Misc Revenues	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
<b>TOTAL REVENUES</b>		\$ -	\$ 1,456,482	\$ 1,456,482	\$ -

<b>EXPENDITURES</b>					
305-538.3100	PROFESSIONAL SERVICES-Engineering Services	\$ -	\$ 94,924	\$ 49,924	\$ 30,000
305-538.4909	ADMINISTRATIVE SERVICES	\$ -	\$ -	\$ -	\$ -
305-538.6300	Stormwater Infrastructure	\$ -	\$ 1,044,558	\$ 969,000	\$ 90,558
305-538.6400	Machinery & Equipment	\$ -	\$ 302,000	\$ 302,000	\$ -
305-538.6401	Storm Water System Asset Mgmt Software	\$ -	\$ 15,000	\$ 15,000	\$ -
<b>TOTAL EXPENSES</b>		\$ -	\$ 1,456,482	\$ 1,335,924	\$ 120,558

<b>F/Y ENDING FUND BALANCE</b>	\$ -	\$ -	\$ 120,558	\$ -
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DUE TO GENERAL FUND                      \$                      -                      \$                      -                      \$                      -                      \$                      -

Grant Project related to:  
 Commerce Center Stormwater Improvements

City of Okeechobee  
**2022/2023 PROPOSED BUDGET**  
 Appropriations Grant

**RECAPITULATION - REVENUE & EXPENSES**

		2020/2021	2020/2021	2021/2022	2022-2023
		EOY	Mid Year	Estimates	PROPOSED
<b>F/Y BEGINNING FUND BALANCE</b>		\$ 593	\$ -	\$ -	\$ -
<b>REVENUES</b>					
307-334.3900	Appropriation Funds	\$ 184,814	\$ -	\$ -	\$ 240,000
307-361.1000	Interest Earnings	\$ -	\$ -	\$ -	\$ -
307-381.0000	TRANSFER IN -CAPITAL FUND RESERVES	\$ -	\$ -	\$ -	\$ 10,800
<b>TOTAL REVENUES</b>		\$ 184,814	\$ -	\$ -	\$ 250,800
<b>EXPENDITURES</b>					
307-559.3100	PROFESSIONAL SERVICES-Engineering Services	\$ -			\$ 48,000
307-559.3102	PROFESSIONAL SERVICES-Grant Admin	\$ -	\$ -	\$ -	\$ -
307-559.4909	ADMINISTRATIVE SERVICES	\$ 593	\$ -	\$ -	\$ 10,800
307-559.6300	STREET IMPROVEMENTS/ADDITIONS	\$ 184,814	\$ -	\$ -	\$ 192,000
<b>TOTAL EXPENSES</b>		\$ 185,407	\$ -	\$ -	\$ 250,800
<b>F/Y ENDING FUND BALANCE</b>		\$ (593)	\$ -	\$ -	\$ -

DUE TO GENERAL FUND                                   \$           -   \$           -   \$           -   \$           -

Grant Project related to:  
 SE 8th Avenue Phase II Design & CEI

City of Okeechobee  
2022/2023 PROPOSED BUDGET

**LAW ENFORCEMENT SPECIAL FUND  
RECAPITULATION - REVENUE & EXPENSES**

		2018/2019	2020/2021	2020/2021	2021/2022
		EOY	Mid Year	ESTIMATES	PROPOSED
<b>F/Y BEGINNING FUND BALANCE</b>		\$ 1,200	\$ 9,920	\$ 15,990	\$ 15,600
<b>REVENUES</b>					
601-351.1000					
601-351.2000	CONFISCATED PROPERTY				
601-354.1000	FINES LOCAL ORD. VIOL.	\$ 2,100	\$ 1,000	\$ 100	\$ 1,000
601-361.1000	INTEREST EARNINGS				
601-369-1000	MISCELLANEOUS	\$ 1,600			
<b>TOTAL REVENUE</b>		<b>\$ 3,700</b>	<b>\$ 1,000</b>	<b>\$ 100</b>	<b>\$ 1,000</b>

<b>EXPENDITURES</b>					
601-529.4909	LAW ENF. SPECIAL MISC.	\$ 800	\$ 1,000	\$ 800	\$ 1,000
601-529.5200	LAW ENF. SPECIAL EDUCATION	\$ -			
601-549.6300	LAW ENF. SPECIAL IMPROVEMENT		\$ -		\$ -
601-549.6400	LAW ENF. SPECIAL MACH & E	\$ -	\$ 5,500		\$ 10,500
<b>TOTAL EXPENDITURES</b>		<b>800</b>	<b>6,500</b>	<b>800</b>	<b>11,500</b>

<b>F/Y ENDING BALANCES</b>	\$ 4,100	\$ 4,420	\$ 15,290	\$ 5,100
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