



CITY OF OKEECHOBEE

55 SE THIRD AVENUE
OKEECHOBEE, FL 34974

SEPTEMBER 6, 2022

6:00 PM

LIST OF EXHIBITS

Mayor

Dowling R. Watford, Jr.

Council Members

Noel Chandler

Monica Clark

Bob Jarriel

Bobby Keefe

Exhibit 1	Diesel Fuel Pump Replacement
Exhibit 2	Ordinance No. 1261, Rezoning
Exhibit 3	Ordinance No. 1266, Millage Rate
Exhibit 4	Ordinance No. 1267, Annual Budget
Exhibit 5	FDOT Presentation
Exhibit 6	Hometown Heroes Banner Project
Exhibit 7	FDEP Grant Agreement
Exhibit 8	Roadway Improvements Contract
Exhibit 9	Property and Casualty Insurance Renewal
Exhibit 10	Disposal of Surplus Items

Memo

To: Gary Ritter, City Administrator
From: David Allen, Public Works Director
Date: 8/26/2022
Re: Public Works Diesel Fuel Pump Replacement PO Request

The Public Works Department is requesting a Purchase order for \$19,600.00 to Glasgow Equipment Services, Inc. in Rivera Beach. This purchase was included in the current budget. The quoted amount is \$2,100.00 higher than the budgeted amount. Given the latest increases in pricing for all equipment, the higher quoted price is to be expected.

The existing diesel pump is at the end of its service life. Public Works replaced its gasoline pump in 2018. The diesel pump was installed at the same time as the original gas pump.



Existing Diesel Pump

The selected vendor is the same vendor that installed the gas pump in 2018. In 2018 Public Works reached out to multiple vendors and received responses from two vendors, Glasgow Equipment and Southern Tank & Pump. Southern Tank & Equipment did not my request for a quote to replace the Diesel Pump.

QUOTATION & CONTRACT

For Installation or Service

DATE: 29 JUNE 2022

PAGE 1 OF 3**GLASGOW EQUIPMENT SERVICE, INC.**

P.O. BOX 10087

RIVIERA BEACH, FLORIDA 33419-0087

PHONE (561) 842-7236 * FAX (561) 842-7402

CITY OF OKEECHOBEE
55 SE 3RD AVENUE
OKEECHOBEE, FL. 34974
ATTN: DAVID ALLEN

RE: MAINTAINENCE DEPT.
500 NW 11TH AVE.
OKEECHOBEE, FL. 34974
DIESEL PUMP REPLACEMENT

IN RESPONSE TO YOUR INQUIRY WE SUBMIT THE FOLLOWING QUOTATION:

- MOBILIZE TO SITE, IDENTIFY WORK PLACE HAZARDS, AND REVIEW SAFETY PLAN WITH CREW.
- LOCK OUT/TAG OUT ELECTRIC TO THE DIESEL DISPENSER. SAFETY OFF AREA OF WORK.
- DRAIN THE EXISTING DIESEL LINE. DISCONNECT THE ELECTRIC TO THE GASBOY KEY CONTROL, DISPENSER AND PRODUCT PIPING TO REMOVE THE EXISTING DIESEL DISPENSER.
- REMOVE PIPING FROM THE EXISTING PUMP STAND. DISPOSE OF OLD STAND AND DISPENSER OR LEAVE FOR THE CITY.
- FURNISH AND INSTALL (1) NEW FAIRFIELD STAINLESS STEEL PEDESTAL STAND. LAG DOWN TO THE CONCRETE. DRILL AND INSTALL NEW ENTRY BOOTS FOR THE PRODUCT AND ELECTRICAL CONNCTIONS. PIPE IN PRODUCT PIPING AND ELECTRIC CONDUITS.
- FURNISH AND INSTALL (1) NEW SINGLE SIDED SINGLE PRODUCT GASBOY SUCTION DISPENSER MODEL 9153K F WITH STAINLESS STEEL DOORS, GALLONS ONLY FOR DIESEL FUEL.
- SET NEW DISPENSER AND TIE IN THE EXISTING PRODUCT LINE AND ELECTRIC CONDUITS AS REQUIRED.
- INSTALL NEW OPW DIESEL AUTOMATIC NOZZLE, WITH NEW 14' FUEL HOSE, SWIVEL, WHIP HOSE, AND BREAKAWAY.
- START UP DISPENSER, PURGE AND CHECK SYSTEM FOR PROPER OPERATION. CLEAN UP WORK AREA.

TOTAL BID \$19,600.00**PAYMENT TERMS - 25% REQUESTED UPON CONTRACT AGREEMENT, BALANCE DUE UPON COMPLETION.****EXCLUSIONS AND CLARIFICATIONS: PRICE VALID FOR 30 DAYS**

- NO ENGINEERING AND PERMITTING INCLUDED. WORK DONE AS A REPAIR.
- NO ADDITIONAL ELECTRIC INCLUDED OUTSIDE OF DISPENSER REPLACEMENT.
- NOT RESPONSIBLE FOR PRE-EXISTING CONDITIONS.
- NO LINE TESTING INCLUDED.
- NO ENVIROMENTAL TESTING INCLUDED

IF YOU HAVE ANY QUESTIONS PLEASE CONTACT ME. THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE.

SINCERELY,

MARTY PARISH,
GLASGOW EQUIPMENT SERVICE, INC.
561-379-9873 CELL
561-842-7236 EXT: 123 OFFICE
MARTY@GLASGOWEQUIPMENT.COM

QUOTATION & CONTRACT

For Installation or Service

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GLASGOW EQUIPMENT SERVICE, INC.

TERMS AND CONDITIONS

PRICES – Prices quoted are for acceptance within 30 days and, unless otherwise specified, are subject to change without notice after that date.

RATES – All labor charges are based upon working during normal hours. Unless otherwise stated, requirements of the customer, (or other conditions over which Glasgow has no control) which make it necessary to pay Glasgow's employees or sub-contractors at overtime rates will result in additional charges. Delays caused by circumstances out of Glasgow's control which make overtime work necessary in order to complete on schedule will also result in additional charges to cover overtime rates.

DELIVERY – Glasgow will inform customer when equipment is ready for delivery to job site but will not deliver it until requested to do so by the customer. It is the customer's responsibility to make sure that job site is accessible for delivery, that space is available to unload and store the equipment, and that authorized personnel are present at job site to take delivery of equipment on arrival. Any wasted journeys or wasted time caused by conditions which delay or prevent delivery will be charged for.

TITLE – Title to equipment passes to customer on delivery and Glasgow is not responsible for loss or damage to equipment after delivery. However, Glasgow retains title (for security purposes only) to all equipment until paid in full, and Glasgow may at its option repossess the same, upon customer's default in payment as provided hereunder, and charge customer with any deficiency. Delays or extra costs caused by equipment or parts found to be missing when required for installation are not included and will be charged for.

TERMS OF PAYMENT – Payment for equipment is due no later than 30 days after it is delivered to customer, regardless of whether or not installation has commenced. Payment for work, including installation or service work, is due on completion unless the work takes more than one month to complete, in which case monthly bills for percentage of work completed will be presented, and will be due on presentation. If the quotation specifies an advanced payment, this will be paid before work commences. Glasgow may refuse to start or to continue work if payments are not made as provided.

LIEN RIGHTS – To protect all parties, a mechanic lien will be automatically filed where payment is not received according to the terms stated above.

WARRANTY – Materials supplied by Glasgow are guaranteed for 90 days from the date of installation or delivery, ordinary use, wear and tear, or damage from abuse or accident excepted. It is understood that products and parts not manufactured and work not performed by Glasgow are warranted only to the extent and in manner that the same are warranted to Glasgow by Glasgow's vendors and then only to the extent that Glasgow is able to enforce such warranty. In enforcing such warranty it is understood that Glasgow shall have no obligation to initiate litigation unless the customer undertakes to pay all costs and expenses therefore, including but not limited to attorney's fees, and indemnifies Glasgow against any liabilities to Glasgow's vendors arising out of such litigation. This warranty is in lieu of any other liability for defects. Glasgow makes no warranty of merchantability and no warranties which extend beyond the description in this contract, nor are there any other warranties, express or implied, by operation of law or otherwise. The equipment should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that Glasgow will provide fee service for periodic examination, lubrication or adjustment due to normal use, nor will Glasgow correct, without charge, breakage, maladjustments or other trouble arising from abuse, misuse, improper or inadequate maintenance, or any other causes beyond Glasgow's control. In the event of a claim, customer must give Glasgow prompt written notice, and provided all payments due under the terms of this contract have been made in full, Glasgow will, at Glasgow's own expense, correct any proved defect by repair or replacement. Glasgow will not, under this warranty, reimburse customer for cost of work done by others, nor shall Glasgow be responsible for the performances of equipment to which any revisions of alterations have been made by others.

EXCAVATION – Excavation quotations are based on normal soil conditions. In the event any underground structures, cables, conduit, debris, rock, water or running sand are encountered, destroyed or damaged during the performing of the contract, Glasgow shall not be held responsible. If this situation arises, Glasgow will immediately stop the work and shall notify the customer of the additional expenses to be incurred by the excavation. If customer does not approve the additional expenses within 24 hours after being notified by Glasgow, Glasgow will proceed to do the work, and the cost shall be borne by customer. Finished grades are to be established and verified by customer before commencement of work. Glasgow's performance of this contract is contingent upon customer furnishing Glasgow with any necessary permission or priority required under the terms and conditions or government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment.

It is agreed that Glasgow's workmen shall be given a safe place in which to work and Glasgow reserves the right to discontinue work on the site whenever, in Glasgow's opinion, this provision is being violated.

Glasgow shall not be responsible in any way for the acts of others or for pro-rated expenses of any nature incurred by others in or about the project. Certificates of Workmen's Compensation, Bodily injury and Property Damage Liability insurance coverage will be furnished upon request. The premium for any bonds or insurance beyond Glasgow's standard coverage and limits will be an addition.

QUOTATION & CONTRACT

For Installation or Service

DATE: 29 JUNE 2022

PAGE 3 OF 3

In consideration of Glasgow's performance of the work herein described, at the price stated, customer agrees to indemnify, defend and hold Glasgow harmless from all damages, claims, suits, expenses and payments resulting from loss, damage or injury including death, to person or property on account of or resulting from performance of this contract or from operation of the equipment whether before or after final acceptance, except as directly due to those acts or omissions of Glasgow's employees or those of Glasgow's sub-contractors.

Glasgow shall not be liable for any loss, damage or delay caused by acts of Government, strikes, lockouts, fire, explosions, theft, floods, riot, civil commotions, war, malicious mischief, or acts of God, or any cause beyond Glasgow's reasonable control, and in no event shall Glasgow be liable for consequential damages.

Should loss of or damage to Glasgow's material, tools or work occur at the erection site, customer shall compensate Glasgow therefore, unless such loss or damage results from Glasgow's own acts or omissions.

If any drawings, illustrations or descriptive matter are furnished with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment offered.

In the event of any default by customer in any payment, or of any other provision of this contract, the unpaid balance of the purchase price, less the cost of completing the work, as estimated by Glasgow, shall immediately become due and payable irrespective of the acceptance by Glasgow of notes from Glasgow or extension of time for payment.

The customer will insure the building and work which is situated on this premises in joint names, at the option of Glasgow, and the interest of the customer and Glasgow against loss or damage by fire of other loss. Customer shall procure and maintain insurance as full public liability insurance protecting both customer and Glasgow as co-insured. Such sums of insurance for the work which is being constructed will cover the cost of the work and materials used in and around the premises, and any policies issued pursuant hereto are to name customer and Glasgow, as their interest may appear. Copies of all insurance policies required to be issued hereunder shall be tendered to Glasgow, including any necessary endorsements. Any conditions in the customer's form of contract which conflicts with Glasgow's conditions state herein shall be void to the extent that it so conflicts.

In the event of any litigation arising as a result of this contract, the prevailing party will be entitled to recover a reasonable attorney's fee, and costs, together with reasonable attorney's fee and costs on appeal.

Customer _____

Authorized
Signature _____

Name & Title
Of signer _____

Date _____

Glasgow Equipment Service, Inc.

Authorized
Signature _____

Name & Title
Of signer _____

Date _____

ORDINANCE NO. 1261

AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF OKEECHOBEE BY REZONING A CERTAIN TRACT OF LAND MORE PARTICULARLY DESCRIBED HEREIN, FROM COMMERCIAL PROFESSIONAL OFFICE (CPO) AND RESIDENTIAL SINGLE FAMILY-1 (RSF-1) TO LIGHT COMMERCIAL (CLT), PETITION NO. 22-005-R; AMENDING THE ZONING MAP ACCORDINGLY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, James Caprio, Manager for 608 Okeechobee, LLC., has heretofore filed Petition No. 22-005-R, pursuant to the Land Development Regulations of the City of Okeechobee for the purpose of rezoning a certain tract of land consisting of approximately 0.64 acres from CPO and RSF-1 to CLT; and

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

WHEREAS, said petition being reviewed by the City's Planning Board at a duly advertised Public Hearing held on July 21, 2022, determined that such petition is consistent with the Comprehensive Plan; and

WHEREAS, the City Council agreed with the recommendation of the Planning Board and hereby finds such rezoning petition to be consistent with the City's Comprehensive Plan and deems it in the best interest of the inhabitants of said City to amend aforesaid revised Zoning Map as hereinafter set forth.

NOW, THEREFORE, 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: LEGAL DESCRIPTION.

The following described land consisting of approximately 0.64 acres, as the subject property, located in the City of Okeechobee, to-wit:

LOTS 7 THROUGH 10 OF BLOCK 78, OKEECHOBEE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 5, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.

SECTION 2: ZONING MAP AMENDMENT.

That the aforesaid Revised Zoning Map of the City of Okeechobee be amended to reflect the subject property to be changed as follows:

Lots 7 and 8 of said Block 78, from CPO to CLT; Lots 9 and 10 of said Block 78, from RSF-1 to CLT.

SECTION 3: CONFLICT.

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

SECTION 4: SEVERABILITY.

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

SECTION 5: EFFECTIVE DATE.

This Ordinance shall become effective thirty-one (31) days after its adoption if the associated Zoning Map Amendment, No. 22-005-SSA, is adopted and not timely challenged. If the Comprehensive Plan is timely challenged, this ordinance shall become effective on the date the State Land Planning Agency, or the Administration Commission enters a final order determining the Zoning Map Amendment to be in compliance.

INTRODUCED for First Reading and set for Final Public Hearing on this **16th** day of **August 2022.**

Dowling R. Watford Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

PASSED AND ADOPTED after Second and Final Public Hearing this **6th** day of **September 2022.**

Dowling R Watford Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

John J. Fumero, City Attorney

V. PUBLIC HEARING ITEMS CONTINUED

- B.** Comprehensive Plan Small Scale FLUM Amendment Application No. 22-005-SSA, to reclassify from Single Family Residential (SFR) to Commercial (C) on 0.32± acres located at 205 Northeast (NE) 6th Street, Lots 9 and 10 of Block 78, CITY OF OKEECHOBEE, Plat Book 5, Page 5, Okeechobee County.
1. City Planning Consultant Smith briefly reviewed the Planning Staff Report finding the requested C FLUM designation for the subject property reasonable compatible with the adjacent uses, consistent with the urbanizing pattern of the area, and consistent with the City's Comprehensive Plan, therefore recommending approval. The Applicant is requesting a concurrent rezoning from Residential Single Family-One (RSF-1) and Commercial Professional Office (CPO) to Light Commercial (CLT).
 2. Mr. Steven Dobbs was present on behalf of Property Owner, 608 Okeechobee, LLC, and available for questions. There were none.
 3. No public comments were offered. For the record there were 20 surrounding property owner notices mailed, signage was posted on the subject parcel, and the Application was advertised in the local newspaper.
 4. No Ex-Parte disclosures were offered.
 5. Motion by Board Member Jonassaint, seconded by Board Member McAuley to recommend approval to the City Council for Comprehensive Plan Small Scale FLUM Amendment Application No. 22-005-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 August 16, 2022.

QUASI-JUDICIAL ITEM

- C.** Rezoning Petition No. 22-005-R, requests to rezone from RSF-1 and CPO to CLT, on 0.64± acres, located at 201 through 205 NE 6th Street, Lots 7 through 10 of Block 78, CITY OF OKEECHOBEE, Plat Book 5, Page 5, Okeechobee County for the proposed use of expanding the existing business located directly North of this property.
1. Notary Public Patty Burnette administered an oath to Mr. Steven Dobbs, 209 Northeast 2nd Street, Okeechobee, Florida, who responded affirmatively.
 2. City Planning Consultant Smith briefly reviewed the Planning Staff Report finding the requested rezoning from RSF-1 and CPO to CLT 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.
 3. Mr. Dobbs was present on behalf of Property Owner, 608 Okeechobee, LLC, and available for questions. Mr. Dobbs stated he is aware a Special Exception approval is needed for an alcohol and drug rehabilitation center/detox center.
 4. No public comments were offered. For the record there were 20 surrounding property owner notices mailed, signage was posted on the subject parcel, and the Petition was advertised in the local newspaper.
 5. No Ex-Parte disclosures were offered.
 6. Motion by Board Member Jonassaint, seconded by Board Member Shaw to recommend approval to the City Council for Rezoning Petition No. 22-005-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 August 16, 2022, and September 6, 2022.

VICE CHAIRPERSON MCCOY CLOSED THE PUBLIC HEARING AT 6:28 P.M.

VI. CITY ADMINISTRATOR UPDATE

Nothing at this time.

22-005-R

Rezoning Staff Report



Applicant | 608 Okeechobee, LLC
Address | 205 NE 6TH Street



Prepared for The City of Okeechobee

General Information

Owner: 608 Okeechobee, LLC

Applicant: 608 Okeechobee, LLC

Primary Contact: Steven L. Dobbs (863)-634-0194

Site Address: 205 NE 6TH Street

Parcel Identification: 3-15-37-35-0010-00780-0070 and 3-15-37 -35-0010-00780-0090

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

Future Land Use, Zoning, and Existing Use of Subject Property

Parcel Identification:	Existing	Proposed
3-15-37-35-0010-00780-0070		
Future Land Use	Commercial	Commercial
Zoning	CPO	CLT
Use of Property	Vacant	Treatment Center Expansion
Acreage	0.321	0.321

Parcel #1:	Existing	Proposed
3-15-37-35-0010-00780-0090		
Future Land Use	Single-Family Residential	Commercial
Zoning	RSF-1	CLT
Use of Property	Single Family Residence	Treatment Center Expansion
Acreage	.321	.321

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

	Future Land Use	Zoning	Existing Use
North	Commercial	CLT	Treatment Services
East	Single Family Residential	RSF-1	Residential
South	Multi-Family Residential & Commercial	CLT; RMF	Retail and Duplex
West	Commercial	CHV	Vacant

Description of Request and Existing Conditions

The request for consideration by the City of Okeechobee Planning Board and City Council is a Rezoning from Residential Single Family-1 and Commercial Professional Office to Light Commercial. The request is for two parcels, totaling 0.644 acres, with frontage on NE 2nd Avenue to the west and NE 6th Street to the south. The Applicant is proposing the rezoning to CLT to allow for expansion of an existing alcohol and drug rehabilitation center/detox center that abuts the subject property to the north. The request has been submitted concurrent with a Comprehensive Plan Amendment to change the Future Land Use of the parcel located at 205 NE 6th Street to Commercial. If the concurrent applications are approved, the property may be developed according to standards of the Comprehensive Plan and the Land Development Code, specifically those that pertain to the CLT district. Approval of special use exception for 'alcohol and drug rehabilitation center/detox center' will be required prior to commencement of the applicant's stated goal of expansion of the adjacent existing treatment center to the subject property.

Consistency with LDC Section 70-340

City LDC Section 70-340 requires that applicants for rezoning requests must address the following standards. The applicant has submitted responses to each standard, which are provided un-edited below. Staff comments are also provided in response to the standards and the applicant's responses.

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

Applicant Response: The proposed request is not contrary to the Comprehensive plan requirements. The 0.644 acres site is currently zoned Residential Single Family-1 and Commercial Professional Office, and the surrounding properties are zoned Residential Single Family-1, Heavy Commercial, and Commercial Professional Office and Residential Multiple Family making the

zoning change compatible by acting as a buffer from Commercial to Residential Single Family 1 further to the west.

Staff Comment: The Applicant has submitted a concurrent comprehensive plan amendment request to change the Future Land Use from Single-Family Residential to Commercial for the eastern parcel associated with this request. If the City approves that request, this requested rezoning will be consistent with that commercial land use designation.

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

Applicant Response: This proposed use is specifically authorized as a special exception under the proposed zoning district in the Land Development Regulations.

Staff Comment: Per Section 90-253(21) of the LDC, Alcohol and drug rehabilitation centers/detox centers are an allowed Special Exception Use within the Light Commercial zoning district. Staff finds that the Applicant will have to submit a special exception use petition in order to gain approval of the intended use.

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

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

Staff Comment: Staff agrees that the approval of the request to rezone the subject parcels will not have an adverse effect on the public interest.

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

Applicant Response: The proposed use is appropriate for the location and will complement the buffer from intensive Commercial zoning to the west to Residential Single Family 1 to the east.

Staff Comment: Surrounding uses include an alcohol and drug rehabilitation center/detox center and other commercial uses, as well as residential dwellings. The subject property is one block off US-441 within what is generally considered the US-441 commercial corridor. The requested Light Commercial zoning designation is compatible with the adjacent uses and consistent with the pattern of land use in the surrounding area. The request for light commercial, instead of heavy commercial, provides a suitable transition of intensity between the heavy commercial zoning to the west and the residential zoning to the east. The proposed rezoning is compatible with proximate uses and is consistent with the established surrounding land use pattern. The appropriateness of the applicant's specific proposed use can be further evaluated at the time of the special use exception request. Review of that request will include evaluation of a site plan and potential imposition of any conditions deemed necessary to ensure compatibility with existing surrounding uses.

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

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

Staff Comment: The applicant's proposed use of the property does provide a community service. At time of special use exception review, conditions may be imposed to ensure that the proposed use will not adversely affect property values or living conditions, nor be a deterrent to the improvement or development of adjacent properties.

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

Applicant Response: The proposed use can be suitably buffered from surrounding unlike uses to the east. The parcel is bounded to the south by a commercial building and two duplexes, to the west by a vacant commercial lot, to the north by the remainder of the owner's holding in this block, and to the east by a single-family residence.

Staff Comment: The subject property has adequate space for all required buffers. Special use exception conditions may include, but are not limited to, enhanced buffers/screening as well as stipulation of operational procedures.

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

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

Staff Comment: The proposed commercial usage will not affect density patterns and it is not expected that any Light Commercial related use of the subject property will overburden public facilities.

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

Applicant Response: The proposed use will not impact traffic congestion as existing streets provide adequate capacity for the additional traffic. There are City drainage swale to the south of the parcel. This project will not adversely affect public safety.

Staff Comment: The Applicant has provide a traffic analysis demonstrating that the potential increase in vehicle trips generated by this request will not significantly impact the surrounding roadway network.

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

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

Staff Comment: Agreed.

Recommendation

Based on the materials provided by the applicant and the above analysis, if the City approves the associated comprehensive plan amendment request for Commercial future land use, we find that this request to rezone the subject parcels to CLT 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

July 13, 2022

Okeechobee Planning Board Hearing July 21, 2022

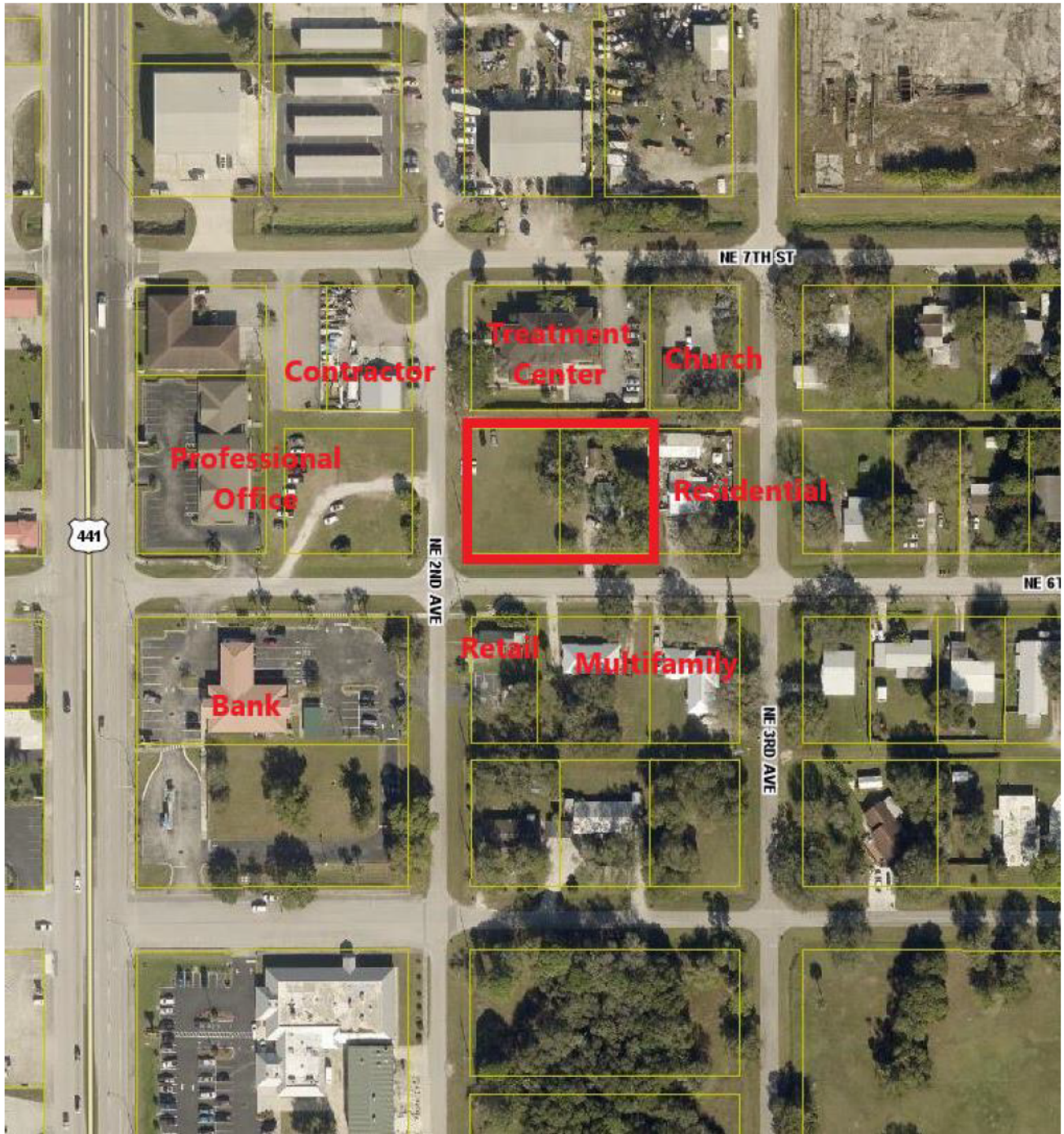
Supplemental Exhibits



Current Zoning Map



Current Future Land Use Map



Aerial Identifying Surrounding Land Uses

City of Okeechobee General Services Department 55 S.E. 3rd Avenue, Room 101 Okeechobee, Florida 34974-2903 Phone: (863) 763-3372, ext. 9820 Fax: (863) 763-1686	Date: <u>6-7-22</u>	Petition No. <u>22-005-R</u>
	Fee Paid: <u>\$ 850.00</u>	Jurisdiction: <u>PB & CC</u>
	1 st Hearing: <u>7-21-22</u>	2 nd Hearing: <u>8/16 + 9/6</u>
	Publication Dates: <u>PB: 7/6 + 7/13</u>	<u>8/24</u>
	Notices Mailed: <u>7-6-22</u>	

Rezone, Special Exception and Variance
APPLICANT INFORMATION

1	Name of property owner(s): 608 Okeechobee, LLC
2	Owner mailing address: 608 NE 2nd Avenue, Okeechobee, FL 33972
3	Name of applicant(s) if other than owner
4	Applicant mailing address:
	E-mail address: <u>info @ Omitrader.com</u>
5	Name of contact person (state relationship): Steven L. Dobbs - Consultant
6	Contact person daytime phone(s): 863-634-0194

PROPERTY INFORMATION

7	Property address/directions to property: From SR 70 and 441, head north on 441, turn right at NE 6th Street, the project will be on the left after NE 2nd Avenue <u>NE 6th St. 1/3 NE 2nd Ave ; 205 NE 6 St.</u>
8	Describe current use of property: Single Family Residence and Vacant
9	Describe improvements on property (number/type buildings, dwelling units, occupied or vacant, etc. Single Family Dwelling Source of potable water: OUA Method of sewage disposal: OUA
10	Approx. acreage: 0.644 Acres Is property in a platted subdivision? Yes
11	Is there a use on the property that is or was in violation of a city or county ordinance? If so, describe: No
12	Is a pending sale of the property subject to this application being granted? No
13	Describe uses on adjoining property to the North: North: Detox Facility East: Single Family South: Commercial and Multiple Family West: Commercial
14	Existing zoning: Residential Single Family - 1 Commercial Professional Office Future Land Use classification: Single - Family Residential/Commercial
15	Have there been any prior rezoning, special exception, variance, or site plan approvals on the property? (<input checked="" type="checkbox"/>) No (<input type="checkbox"/>) Yes. If yes provide date, petition number and nature of approval.
16	Request is for: (<input checked="" type="checkbox"/>) Rezone (<input type="checkbox"/>) Special Exception (<input type="checkbox"/>) Variance
17	Parcel Identification Number: 3-15-37-35-0010-00780-0070 and 3-15-37-35-0010-00780-0090

CDO / c 0.321 0.321 RSF / SFR

REQUIRED ATTACHMENTS

✓ 18	Applicant's statement of interest in property: Owner
19	Non-refundable application fee: Rezoning: \$850 plus \$30/acre; Special Exception: \$500 plus \$30/acre; Variance: \$500 Note: Resolution No. 98-11 Schedule of Land Development Regulation Fees and Charges B When the cost for advertising publishing and mailing notices of public hearings exceeds the established fee, or when a professional consultant is hired to advise the city on the application, the applicant shall pay the actual costs.
✓ 20	Last recorded warranty deed: August 11, 2021 4-4-2022 & 6-3-2022
21	Notarized letter of consent from property owner (if applicant is different from property owner)
✓ 22	Three (3) CERTIFIED BOUNDARY surveys of the property (one no larger than 11x17; scale not less than one inch to 20 feet; North point) containing: a. Date of survey, surveyor's name, address and phone number b. Legal description of property pertaining to the application c. Computation of total acreage to nearest tenth of an acre d. Location sketch of subject property, and surrounding area within one-half mile radius
✓ 23	List of surrounding property owners with addresses and location sketch of the subject property. See the Information Request Form from the Okeechobee Property Appraiser's Office (attached)
24	Affidavit attesting to completeness and correctness of the list (attached)
✓ 25	Completed specific application and checklist sheet for each request checked in line 15

Confirmation of Information Accuracy

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

Signature



Printed Name

James Caprio

Date

6/1/22

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



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

Detail by Entity Name

Florida Limited Liability Company

608 OKEECHOBEE, LLC

Filing Information

Document Number L21000524521
FEI/EIN Number 87-4000290
Date Filed 12/14/2021
State FL
Status ACTIVE

Principal Address

2300 WESTON ROAD, SUITE 202
 WESTON, FL 33326

Mailing Address

2300 WESTON ROAD, SUITE 202
 WESTON, FL 33326

Registered Agent Name & Address

ASSOCIATED CORPORATE SERVICES, LLC
 6111 BROKEN SOUND PARKWAY NW, SUITE 200
 BOCA RATON, FL 33487

Authorized Person(s) Detail

Name & Address

Title MGR

JAMES CAPRIO

2300 WESTON ROAD, SUITE 202
 WESTON, FL 33326

Annual Reports

Report Year	Filed Date
2022	01/25/2022

Document Images

[01/25/2022 -- ANNUAL REPORT](#) [View image in PDF format](#)

[12/14/2021 -- Florida Limited Liability](#) [View image in PDF format](#)

ADDITIONAL INFORMATION REQUIRED FOR A REZONING	
A	Current zoning classification: Residential Single Family-one Commercial Professional Office Requested zoning classification Light Commercial
B	Describe the desired permitted use and intended nature of activities and development of the property? The client is proposing to add these lot into his existing business to the north.
C	Is a Special Exception necessary for your intended use? (<input type="checkbox"/>) No (<input checked="" type="checkbox"/>) Yes If yes, briefly describe: The planned use is an expansion to the existing detox center to the north and that use would require a special exception under Light Commercial zoning, 21. Alcohol and drug rehabilitation center/detox center.
D	Is a Variance necessary for your intended use? (<input checked="" type="checkbox"/>) No (<input type="checkbox"/>) Yes If yes, briefly describe:
E	Attach a Traffic Impact Study prepared by a professional transportation planner or transportation engineer, if the rezoning or proposed use will generate 100 or more peak hour vehicle trip ends using the trip generation factors for the most similar use as contained in the Institute of Transportation Engineers most recent edition of <u>Trip Generation</u> . The TIA must identify the number of net new external trips, pass-bay calculations, internal capture calculations, a.m. and p.m. peak hour trips and level of service on all adjacent roadway links with and without the project.
F	Responses addressing the required findings for granting a rezoning or change in Land Development Regulations as described below. Attach additional sheets as necessary.

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

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

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

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

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

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

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

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

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

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

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

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

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

608 Okeechobee, LLC

Responses to Standards for Considering Changes in Zoning

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

The proposed request is not contrary to the Comprehensive plan requirements. The 0.644 acres site is currently zoned Residential Single Family – one and Commercial Professional Office, and the surrounding properties are zoned Residential Single Family – one, Heavy Commercial, and Commercial Professional Office and Residential Multiple Family making the zoning change compatible by acting as a buffer from Commercial to Residential Single Family – one further to the west.

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

This proposed use is specifically authorized as a special exception under the proposed zoning district in the Land Development Regulations.

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

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

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

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

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

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

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

The proposed use can be suitably buffered from surrounding unlike uses to the east. The parcel is bounded to the south by a commercial building and two duplexes, to the west by a vacant commercial lot, to the north by the remainder of the owner's holding in this block, and to the east by a single family residence.

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

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

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

The proposed use will not impact traffic congestion as existing streets provide adequate capacity for the additional traffic. There are City drainage swale to the south of the parcel. This project will not adversely affect public safety.

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

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

608 Okeechobee, LLC

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

608 Okeechobee, LLC owns two parcels in the northeast section of the City that is in are Block 78 of the City of Okeechobee Plat, it is 0.644 acres of land on the southwest corner of NE 2nd Avenue and NE 6th Street, the owner is proposing a change of zoning on the subject property. This property is located in Section 15, Township 37S, and Range 35E, with the property's parcel ID 3-15-37-35-0010-00780-0070 and 3-15-37-35-0010-00780-0090. Parcel 3-15-37-35-0010-00780-0070 is currently located in the City of Okeechobee with a current zoning of Commercial Professional Office and parcel 3-15-37-35-0010-00780-0090 has a zoning of Residential Single Family - one.

The primary intent of rezoning these parcels is to amend the zoning classification to Light Commercial. The proposed zoning is compatible with adjacent lands at this location surrounded by Residential Single Family - one to the east Light Commercial to the north, Heavy Commercial to the west and Light Commercial and Residential Multiple Family to the south.

This application requests the city to grant a change in zoning on these parcels from the existing Residential Single Family – 1 and Commercial Professional Office to Light Commercial. The property can be accessed off NE 2nd Avenue and NE 6th Street.

608 Okeechobee, LLC requests that the Planning Board recommend to the City Council to grant the requested zoning amendment of these parcels to Light Commerical.



3-15-37.35-0010-00780-0070

Prepared by and return to:
Nicole J. Huesmann
Attorney at Law
Nicole J. Huesmann, P.A.
150 Alhambra Circle Suite 1150
Coral Gables, FL 33134
305-858-0220
File Number: C2022-07
Will Call No.:

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this 4th day of April, 2022 between Muhammad K. Syed, a married man whose post office address is 510 N Parrott Ave, Okeechobee, FL 34974, grantor, and 608 Okeechobee, LLC, a Florida limited liability company whose post office address is 2300 Weston Road, Suite 202, Weston, FL 33326, grantee:

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

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

Lots 7 & 8, Block 78, City of Okeechobee, according to the plat thereof as recorded in Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

Parcel Identification Number: 31537350010007800070

Subject to taxes for 2022 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Grantor warrants that at the time of this conveyance, the subject 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. Grantor's residence and homestead address is: 8432 Ironhorse Court, West Palm Beach, FL 33412.

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

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

Signed, sealed and delivered in our presence:

[Signature]

Witness Name: Erin Johnson

[Signature]

Witness Name: Hannah Sims

[Signature] (Seal)
Muhammad K Syed

State of Florida
County of Okeechobee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 4th day of April, 2022 by Muhammad K Syed, who is personally known or has produced a driver's license as identification.

[Notary Seal]

[Signature]

Notary Public

Printed Name: Christine Tarvin

My Commission Expires: 08/12/2023





#20

Prepared by and return to:
Daniel A. Kaskel, Esq.
Sachs Sax Caplan, P.L.
6111 Broken Sound Parkway NW, Suite 200
Boca Raton, Florida 33487
(561) 994-4499

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the 3rd day of June, 2022, by and between **MARIA ESPINOZA HERNANDEZ a/k/a MARIA ESPINOZA**, a single woman, **NOE GARCIA ESPINOZA**, a married man, and **MIGUEL GARCIA ESPINOZA**, a single man, whose post office address is 6675 NE 2nd Street, Okeechobee, Florida 34972 (the "Grantor"), and **608 OKEECHOBEE, LLC, a Florida limited liability company**, whose post office address is 2300 Weston Road, Suite 202, Weston, Florida 33326 (the "Grantee").

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

W I T N E S S E T H:

THAT GRANTOR, for and in consideration of the sum of Ten and 00/100 dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, its successors and assigns forever, the following described property located in **Okeechobee County, Florida** (the "Property"), to-wit:

Lots 9 and 10, Block 78, City of Okeechobee, according to the map or plat thereof, as recorded in Plat Book 5, Page 5, of the Public Records of Okeechobee County, Florida.

Parcel Identification Number: 3-15-37-35-0010-00780-0090

TOGETHER WITH all the tenements, hereditaments, easements and appurtenances thereto belonging or in anywise appertaining;

SUBJECT TO covenants, conditions and restrictions and reservations of record, if any, without any intent of reimposing same. Subject to taxes subsequent to December 31, 2021.

The property described herein is not now the primary residence/homestead of Noe Garcia Espinoza or his spouse or dependent child, if any. Further, the property is not contiguous to such person's homestead which is located at 5884 NE 3rd Lane, Okeechobee, Florida 34974.

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

AND the Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple, that it has good right and lawful authority to sell and convey said Property; that it hereby specially warrants the title to said land subject to the Permitted Exceptions and will defend the same against the lawful claims of all persons claiming by, through and under Grantor subject to the Permitted Exceptions, but against none other.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Grantor has executed under seal this Special Warranty Deed on the day and year first written above.

Signed, sealed and delivered in the presence of:

Witnesses:

GRANTOR:

[Handwritten Signature]

Print Name: Douglas Green

[Handwritten Signature]

Print Name: Steven L. Dobbs

[Handwritten Signature]

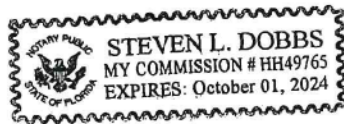
Maria Espinoza Hernandez a/k/a Maria Espinoza

COUNTY OF OKEECHOBEE
STATE OF FLORIDA

THE FOREGOING INSTRUMENT was, executed, acknowledged, and delivered before me by means of physical presence or online notarization, this 3rd day of June, 2022, by **MARIA ESPINOZA HERNANDEZ a/k/a MARIA ESPINOZA**. She:

- is personally known to me OR
- produced a Florida driver's license as identification OR
- produced Mexico ID as identification.

Seal



[Handwritten Signature]

Notary Public

Print Name: Steven L. Dobbs

My commission expires: 6/1/2024

[CONTINUED ON THE FOLLOWING PAGE]

Signed, sealed and delivered
in the presence of:

Witnesses:

GRANTOR:

[Signature]

Print Name: Douglas Green

[Signature]

Print Name: Steven L. Dobbs

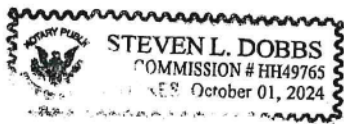
Noe Garcia Espinoza
Noe Garcia Espinoza

COUNTY OF OKEECHOBEE
STATE OF FLORIDA

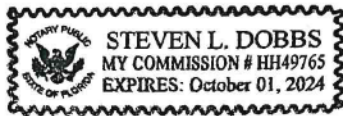
THE FOREGOING INSTRUMENT was, executed, acknowledged, and delivered before me by means of physical presence or online notarization, this 2nd day of June, 2022, by NOE GARCIA ESPINOZA. He:

- is personally known to me OR
- produced a Florida driver's license as identification OR
- produced Mexico ID as identification.

Seal



[Signature]
Notary Public
Print Name: Steven L. Dobbs
My commission expires: 10/1/2024



[CONTINUED ON THE FOLLOWING PAGE]

Signed, sealed and delivered
in the presence of:

Witnesses:

GRANTOR:

Douglas Green

Print Name: Douglas Green

Steven L. Dobbs

Print Name: Steven L. Dobbs

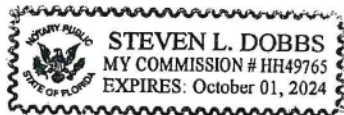
Miguel Garcia
Miguel Garcia Espinoza

COUNTY OF OKEECHOBEE
STATE OF FLORIDA

THE FOREGOING INSTRUMENT was, executed, acknowledged, and delivered before me by means of physical presence or online notarization, this 3rd day of June, 2022, by **MIGUEL GARCIA ESPINOZA**. He:

- is personally known to me OR
- produced a Florida driver's license as identification OR
- produced Mex ID as identification.

Seal

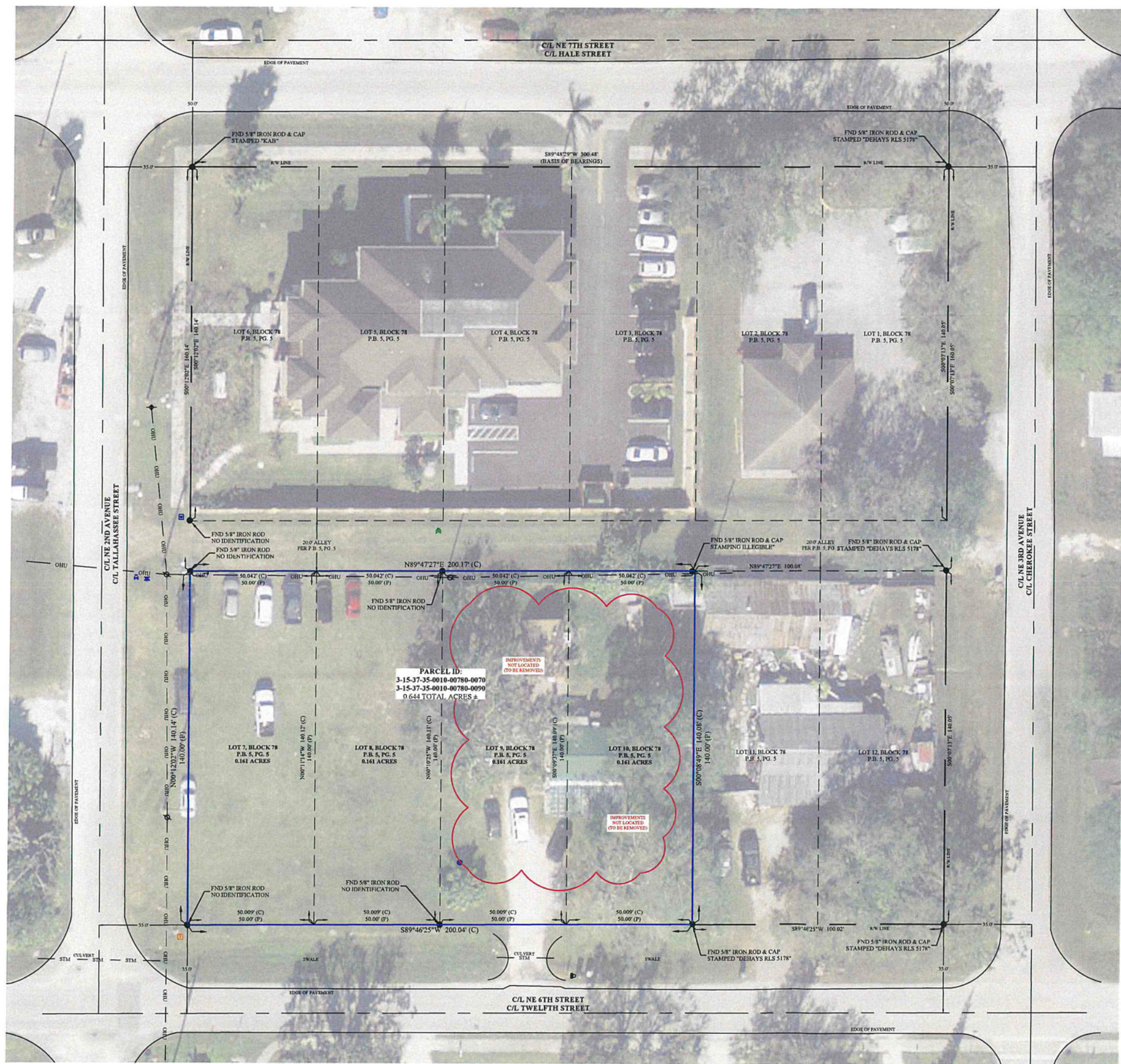


Steven L. Dobbs
Notary Public
Print Name: Steven L. Dobbs
My commission expires: 10/1/2024

BOUNDARY SURVEY

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

B.S.M. & ASSOCIATES
LAND SURVEYING SERVICES
80 SE 31st Lane, Okeechobee, FL 34974
ricky.barnes@bsmsurvey.com
863-464-8324
LB 8155



LEGEND:

- C/L CENTERLINE
- R/W RIGHT-OF-WAY
- ID IDENTIFICATION
- O.R.B. OFFICIAL RECORD BOOK
- PG. PAGE
- P.B. PLAT BOOK
- (C) CALCULATED
- (P) PLAT
- FND FOUND
- O.H.U. OVERHEAD UTILITY LINE
- U.P. UTILITY POLE
- T.P. TELEPHONE PEDESTAL
- W. WELL
- M. MAILBOX
- S.V. SEWER VALVE
- W.V. WATER VALVE
- W.M. WATER METER
- F.D. FIRE HYDRANT

GRAPHIC SCALE



LEGAL DESCRIPTION:

LOTS 7 THROUGH 10, BLOCK 78, OKEECHOBEE ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 5, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.

SURVEYOR'S NOTES:

1. THE SURVEY DATE IS MARCH 16, 2022.
2. THIS IS A BOUNDARY SURVEY, AS DEFINED IN CHAPTER 53-17.050(11) OF THE FLORIDA ADMINISTRATIVE CODE.
3. THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. THE BEARING BASE FOR THIS SURVEY IS THE SOUTH RIGHT-OF-WAY LINE OF NORTHEAST 7TH STREET, SAID LINE BEARS S 89°48'29" W AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
6. THE COORDINATE SYSTEM UTILIZED HEREON IS REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT (NAD83/2011), AS ESTABLISHED USING REAL-TIME KINEMATIC GLOBAL POSITIONING SYSTEM (RTK GPS) SURVEY METHODS. THE CORRECTED POSITIONS COMPUTED WERE VERIFIED THROUGH A REDUNDANCY OF MEASUREMENTS. ALL DISTANCES SHOWN HEREON ARE IN GRID U.S. SURVEY FEET.
7. THIS SURVEY DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT. DURING THE COURSE OF THE SURVEY SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.
8. THIS SURVEY DELINEATES THE LOCATIONS OF THE LEGAL DESCRIPTIONS ON THE GROUND, BUT DOES NOT DETERMINE OWNERSHIP OR PROPERTY RIGHTS.
9. UNDERGROUND IMPROVEMENTS, IF ANY, WERE NOT LOCATED EXCEPT AS SHOWN.
10. INTERIOR IMPROVEMENTS WERE NOT LOCATED EXCEPT AS SHOWN.
11. ADJOINING PROPERTY INFORMATION WAS OBTAINED FROM OKEECHOBEE COUNTY PROPERTY APPRAISER OFFICE AND PER PLAT.
12. AERIAL IMAGERY SHOWN HEREON WAS OBTAINED FROM THE LAND BOUNDARY INFORMATION SYSTEM (LABIS) DATED 2018 AND IS SHOWN FOR INFORMATIONAL PURPOSES ONLY.
13. SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE X PER FEMA MAP NUMBER 12093C, PANEL NUMBER 0485C, WITH AN EFFECTIVE DATE OF 07/16/15.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 53-17, FLORIDA ADMINISTRATIVE CODE.

FOR THE BENEFIT OF THE FOLLOWING PARTIES ONLY:

- 1) DOUG GREEN
- 2) STEVE DOBBS ENGINEERING

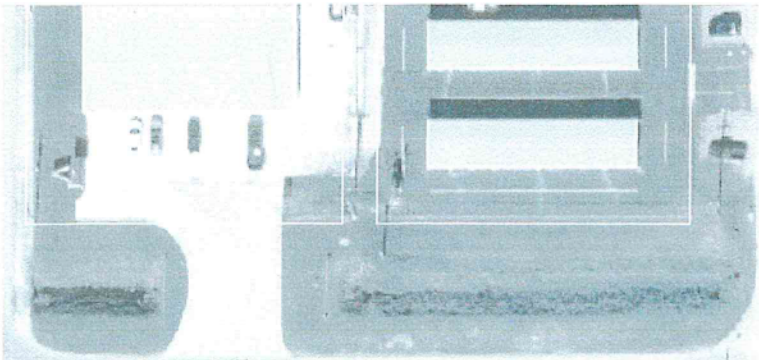
FOR THE FIRM:
Richard Barnes

Digitally signed by
Richard Barnes
Date: 2022.06.08
08:38:54 -04'00'

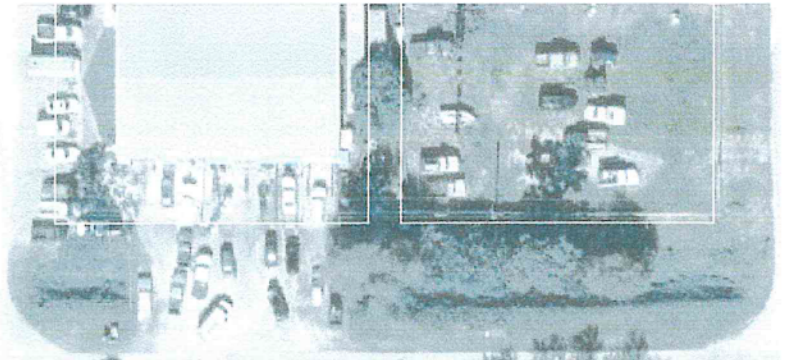
RICHARD E. BARNES III
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 7074

CAD	0: My Drive\BSM & ASSOCIATES, INC., 2022-12-10 END TOPG 16-73 NE 2ND ST OKEECHOBEE DRA\WS0-22-110 SURVEY.dwg 2:03 PM SURVEY Jun 08, 2022	REF	0: My Drive\BSM & ASSOCIATES, INC., 2022-12-10 END TOPG 16-73 NE 2ND ST OKEECHOBEE DRA\WS0-22-110 SURVEY.dwg 2:03 PM SURVEY Jun 08, 2022	FLD	HW, DF	OFF	BSM
DATE	06/08/2022	DWG	22-110 SURVEY	DATE		REVISIONS:	BY:
SHEET	1 OF 1						
BOUNDARY SURVEY 205 NE 6TH STREET OKEECHOBEE, FLORIDA 34974							

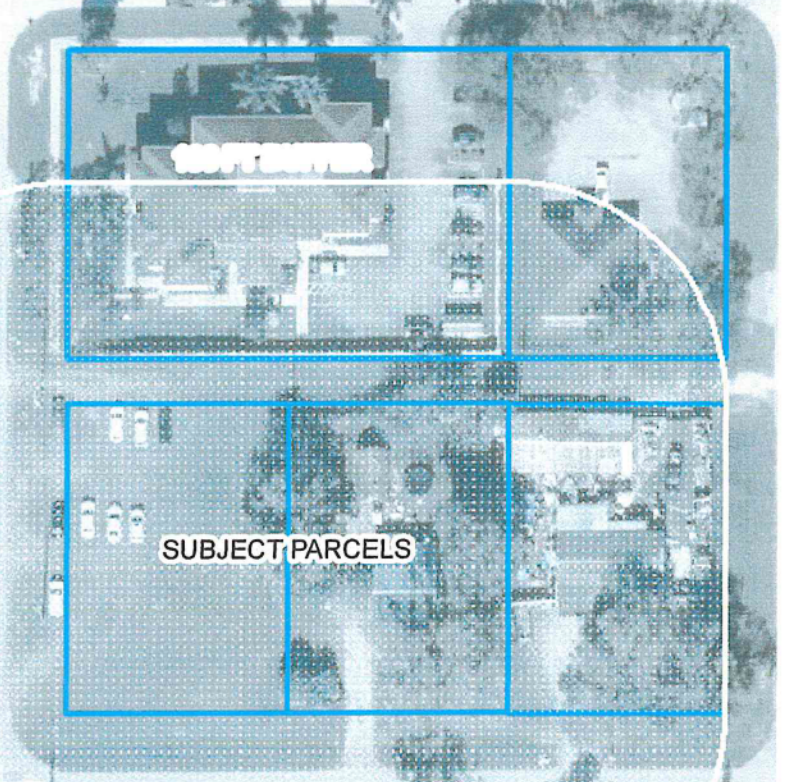
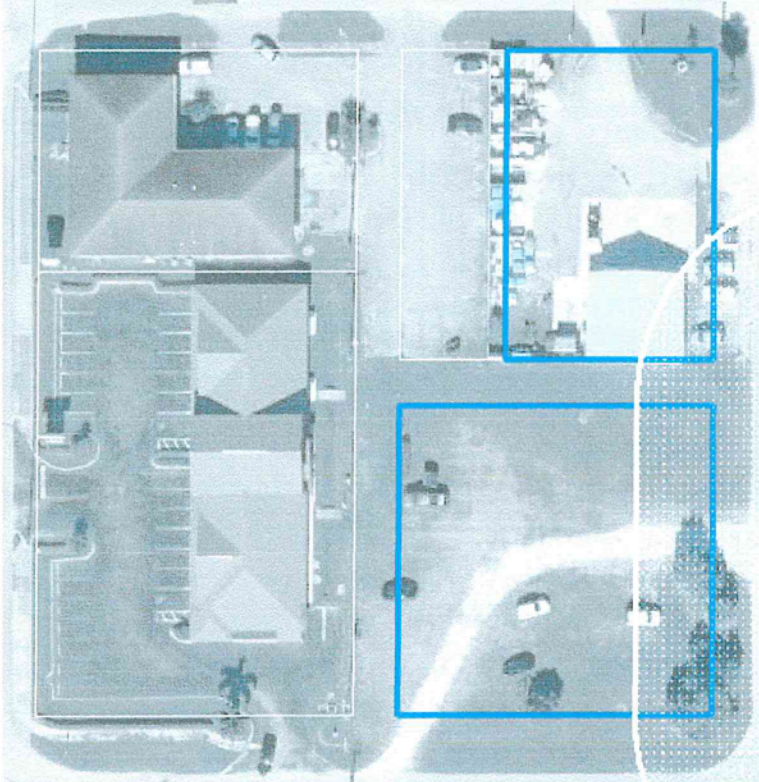
PARCEL NUMBER	OWNER	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP
3-15-37-35-0010-00560-0060	LOWE JOHN MARCUS	3279 NW 59TH TER		OKEECHOBEE	FL	34972-8877
3-15-37-35-0010-00560-0160	LOWE JOHN MARCUS	3279 NW 59TH TERR		OKEECHOBEE	FL	34972
3-15-37-35-0010-00570-0080	TRENT RONALD L	708 N PARROTT AVE		OKEECHOBEE	FL	34972-2670
3-15-37-35-0010-00770-0010	ADVANCED WATER TECHNOLOGIES	609 NE 2ND AVE		OKEECHOBEE	FL	34972-2617
3-15-37-35-0010-00770-0030	4 GIRLS PROPERTIES INC	701 NE 3RD ST		OKEECHOBEE	FL	34972-4576
3-15-37-35-0010-00770-0060	BIG LAKE EYE CARE LLC	1540 SE 40TH AVENUE		OKEECHOBEE	FL	34974
3-15-37-35-0010-00770-0100	BIG LAKE EYE CARE LLC	606 NORTH PARROTT AVENUE		OKEECHOBEE	FL	34972
3-15-37-35-0010-00780-0010	BIG LAKE BAPTIST ASSOCIATION I	PO BOX 1203		OKEECHOBEE	FL	34973-1203
3-15-37-35-0010-00780-0050	608 OKEECHOBEE LLC	C/O JAMES CAPRIO	2300 WESTON RD STE 202	WESTON	FL	33326
3-15-37-35-0010-00780-0110	KINNEY JOANNA ERMA	209 NE 6TH ST		OKEECHOBEE	FL	34972-2662
3-15-37-35-0010-00790-0030	COYLE WILLIAM D	306 NE 7TH ST		OKEECHOBEE	FL	34974
3-15-37-35-0010-00790-0050	COVARRUBIAS-SANTOYO ACENCION	2201 BARBARA AVE		FORT PIERCE	FL	34982-6443
3-15-37-35-0010-00790-0070	COVARRUBIAS-SANTOYO ACENCION	2201 BARBARA AVE		FORT PIERCE	FL	34982-6443
3-15-37-35-0010-00790-0090	BISHOP DONETTE T	3785 SW 40TH AVE		OKEECHOBEE	FL	34974-1606
3-15-37-35-0010-00880-0040	WILLIAMSON JOHN	1200 NE 96TH ST		OKEECHOBEE	FL	34972-0505
3-15-37-35-0010-00880-0060	MITCHELL RONALD	1105 SW 4TH ST		OKEECHOBEE	FL	34974
3-15-37-35-0010-00880-0070	ENTRY MARIE	500 NE 3RD AVE		OKEECHOBEE	FL	34972
3-15-37-35-0010-00890-0010	LMXN HOLDINGS LLC	1306 SW 2ND AVE		OKEECHOBEE	FL	34974-3910
3-15-37-35-0010-00890-0040	LMXN HOLDINGS LLC	1306 SW 2ND AVE		OKEECHOBEE	FL	34974-5224
3-15-37-35-0010-00890-0060	COLT PENNY M	1601 SW 35TH CIR		OKEECHOBEE	FL	34974
3-15-37-35-0010-00890-0070	VILLEDA BAUDILIO	201 NE 5TH ST		OKEECHOBEE	FL	34972-2605
3-15-37-35-0010-00890-0090	II PARTNERS INC	P O BOX 2293		OKEECHOBEE	FL	34973-2293
3-15-37-35-0010-00890-0110	BUDGET HOMES LLC	7416-A SW 48TH ST		MIAMI	FL	33155-4415
3-15-37-35-0010-00900-0010	TAMAL PROPERTIES LLC	13516 MACHIAVELLI WAY		PALM BEACH GARDENS	FL	33418
3-15-37-35-0010-00900-0070	TAMAL PROPERTIES LLC	13516 MACHIAVELLI WAY		PALM BEACH GARDENS	FL	33418



NE 2ND AVE

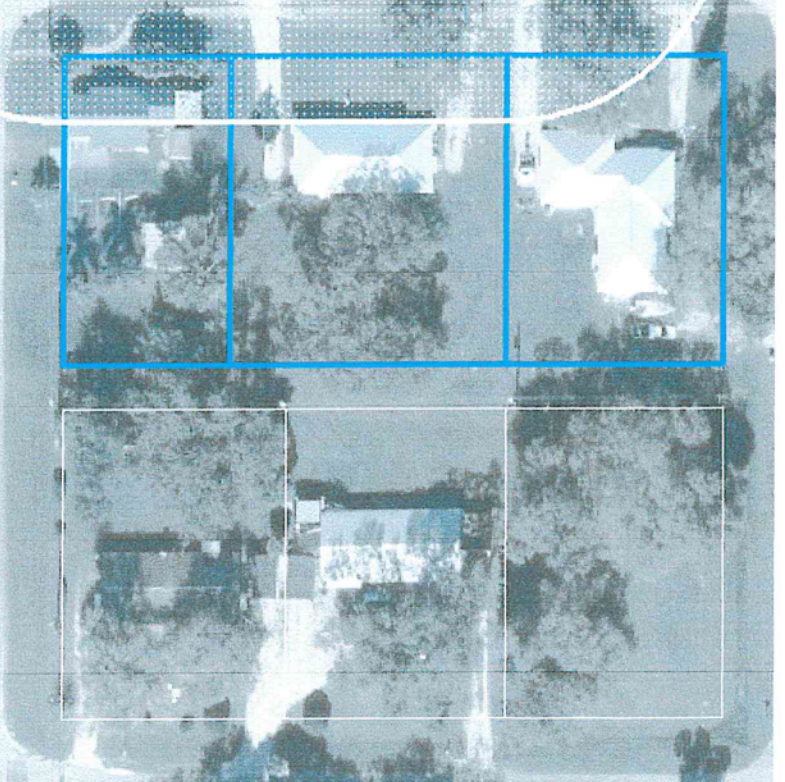
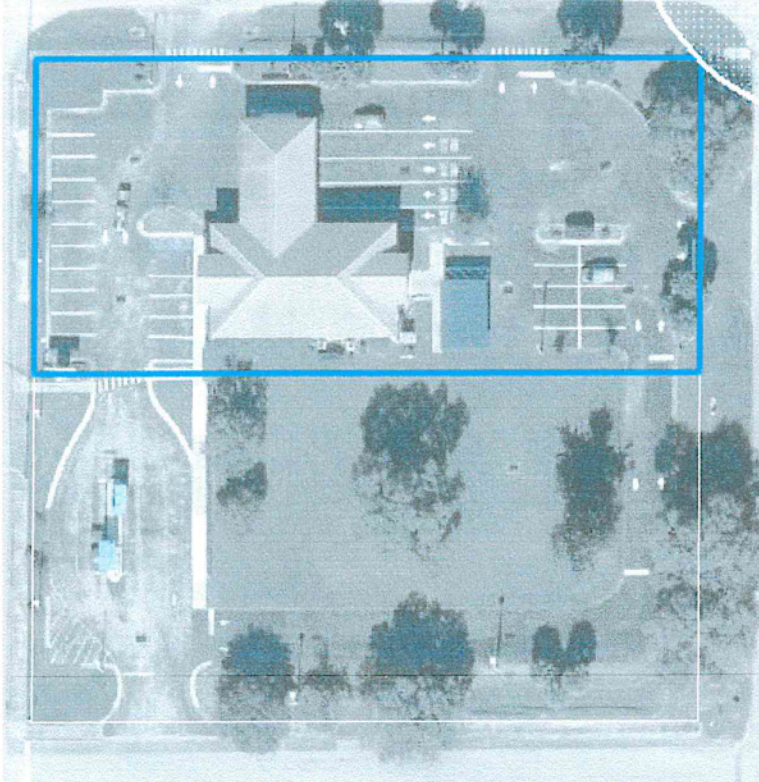


NE 7TH ST



SUBJECT PARCELS


NE 6TH ST



NE 5TH ST

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 1st day of June, 2022.

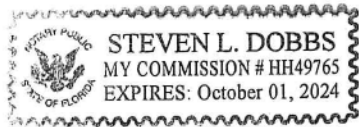

Signature of Applicant

6/1/22
Date

James Caprio
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 1st day of June, 2022, by James Caprio, who is personally known to me or produced _____ as identification.




Notary Public Signature

Instructions:

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

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

NA: Not Available

DU: Dwelling Unit

Occ.Room: Occupied Room

KSF²: Units of 1,000 square feet

Fuel Position: # of vehicles that could be fueled simultaneously

Description / ITE Code	Units	Rate Weekday Daily Traffic	PM Peak Period Rate	% PM In	% PM Out	Expected Units (independent variable)	Calculated Daily Trips	PM Peak Trips - Total	PM In	PM Out	Notes
Waterport/Marine Terminal 010	Berths	171.52	NA	NA	NA		0	NA	NA	NA	
Commercial Airport 021	Employees	13.40	0.80	54%	46%		0	0	NA	NA	
Commercial Airport 021	Avg Flights/Day	104.73	5.75	56%	44%		0	0	NA	NA	
Commercial Airport 021	Com. Flights/Day	122.21	6.88	54%	46%		0	0	NA	NA	
General Aviation Airport 022	Employees	14.24	1.03	45%	55%		0	0	NA	NA	
General Aviation Airport 022	Avg. Flights/Day	1.97	NA	NA	NA		0	NA	NA	NA	
General Aviation Airport 022	Based Aircraft	5.00	0.37	45%	55%		0	0	NA	NA	
Truck Terminal 030	Acres	81.90	6.55	43%	57%		0	0	NA	NA	Caution- Only 3 Studies
Park&Ride w/ Bus Service 090	Parking Spaces	4.50	0.62	22%	78%		0	0	NA	NA	
Park&Ride w/ Bus Service 090	Occ. Spaces	9.62	0.81	28%	72%		0	0	NA	NA	
Light Rail Station w/ Park 093	Parking Space	2.51	1.24	58%	42%		0	0	NA	NA	
Light Rail Station w/ Park 093	Occ. Spaces	3.91	1.33	58%	42%		0	0	NA	NA	
General Light Industrial 110	KSF ²	6.97	0.97	12%	88%		0	0	NA	NA	
General Light Industrial 110	Employees	3.02	0.42	21%	79%		0	0	NA	NA	
General Heavy Industrial 120	KSF ²	1.50	0.68	NA	NA		0	0	NA	NA	Caution-Only 3 Studies.
General Heavy Industrial 120	Employees	0.82	0.88	NA	NA		0	0	NA	NA	
Industrial Park 130	KSF ²	6.96	0.86	21%	79%		0	0	NA	NA	
Industrial Park 130	Employees	3.34	0.46	20%	80%		0	0	NA	NA	
Manufacturing 140	KSF ²	3.82	0.74	36%	64%		0	0	NA	NA	
Manufacturing 140	Employees	2.13	0.36	44%	56%		0	0	NA	NA	
Warehousing 150	KSF ²	3.56	0.32	25%	75%		0	0	NA	NA	
Warehousing 150	Employees	3.89	0.59	35%	65%		0	0	NA	NA	
Mini Warehouse 151	KSF ²	2.50	0.26	51%	49%		0	0	NA	NA	
Mini Warehouse 151	Storage Units	0.25	0.02	NA	NA		0	0	NA	NA	
Mini Warehouse 151	Employees	61.90	6.04	52%	48%		0	0	NA	NA	
High-Cube Warehouse 152	KSF ²	1.44	0.10	33%	67%		0	0	NA	NA	
High-Cube Warehouse 152	Employees	NA	0.66	35%	65%		0	0	NA	NA	
Utilities 170	KSF ²	NA	0.76	45%	55%		0	0	NA	NA	
Utilities 170	Employees	NA	0.76	90%	10%		0	0	NA	NA	
Single Family Homes 210	DU	9.57	1.01	63%	37%	2.0	19	2	1	1	
Single Family Homes 210	Vehicles	6.02	0.67	66%	34%		0	0	NA	NA	
Apartment 220	DU	6.65	0.62	65%	35%		0	0	NA	NA	
Apartment 220	Persons	3.31	0.40	NA	NA		0	0	NA	NA	
Apartment 220	Vehicles	5.10	0.60	NA	NA		0	0	NA	NA	
Low Rise Apartment 221	Occ.DU	6.59	0.58	65%	35%		0	0	NA	NA	
High Rise Apartment 222	DU	4.20	0.35	61%	39%		0	0	NA	NA	
Mid-Rise Apartment 223	DU	NA	0.39	58%	42%		0	0	NA	NA	
Rental Townhouse 224	DU	NA	0.72	51%	49%		0	0	NA	NA	Caution- Only 1 Study.
Resd. Condo/Townhouse 230	DU	5.81	0.52	67%	33%		0	0	NA	NA	
Resd. Condo/Townhouse 230	Persons	2.49	0.24	67%	33%		0	0	NA	NA	
Low Rise Resd. Condo 231	DU	NA	0.78	58%	42%		0	0	NA	NA	
High Rise Resd. Condo 232	DU	4.18	0.38	62%	38%		0	0	NA	NA	
Luxury Condo/Townhouse 233	Occ. DU	NA	0.55	63%	37%		0	0	NA	NA	
Mobile Home Park 240	DU	4.99	0.59	62%	38%		0	0	NA	NA	
Mobile Home Park 240	Persons	2.46	0.26	63%	37%		0	0	NA	NA	
Retirement Community 250	DU	NA	0.27	56%	44%		0	0	NA	NA	Caution- Only 1 Study
Elderly Housing-Detached 251	DU	3.71	0.27	61%	39%		0	0	NA	NA	Caution- Only 1 Study
Congregate Care Facility 253	Occ.DU	2.15	0.17	56%	44%		0	0	NA	NA	Caution- Only 2 Studies
Elderly Housing- Attached 252	Occ.DU	3.48	0.16	60%	40%		0	0	NA	NA	Caution- Only 4 Studies
Recreational Homes 260	DU	3.16	0.26	41%	59%		0	0	NA	NA	
Residential PUD 270	DU	7.50	0.62	65%	35%		0	0	NA	NA	
Hotel 310	Occ. Room	8.92	0.70	49%	51%		0	0	NA	NA	
Hotel 310	Rooms	8.17	0.59	53%	47%		0	0	NA	NA	
Hotel 310	Employees	14.34	0.80	54%	46%		0	0	NA	NA	
All Suites Hotel 311	Occ.Room	6.24	0.55	42%	58%		0	0	NA	NA	Caution- Only 4 Studies
All Suites Hotel 311	Rooms	4.90	0.40	45%	55%		0	0	NA	NA	
Business Hotel 312	Occ. Room	7.27	0.62	60%	40%		0	0	NA	NA	Caution-Only 4 Studies
Business Hotel 312	Employees	72.67	7.60	60%	40%		0	0	NA	NA	
Motel 320	Occ.Room	9.11	0.58	53%	47%		0	0	NA	NA	
Motel 320	Rooms	5.63	0.47	54%	46%		0	0	NA	NA	
Motel 320	Employees	12.81	0.73	54%	46%		0	0	NA	NA	

608 Okeechobee, LLC

City of Okeechobee Rezoning Application Utility Analysis Support Documentation

Proposed Conditions

For the proposed commercial Land Use designation, the maximum development is 0.644 acres times 43,560 sf per acre per Sec 90-285(3) max coverage 0.5 times per Sec 90-285(4) maximum height 45', floors 3 approximately 42,079.0 sf.
L 1.2.d.

Use	Measure	Rate	Gallons per Day
Single Family (Existing)	2 Units @ 2.5 people per unit	114 gppd	570 gpd – water/sewer
Commercial (Proposed)	42,079 SF @ 0.15 gallons per day per sf	6,312 gppd	6,312 gpd – water/sewer
Net Impact			5,742 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 Increasing.



June 27, 2022

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

Subject: 608 Okeechobee, LLC Rezoning Application Traffic Statement

Dear Mr. Smith:

Steven L. Dobbs Engineering, LLC, has completed an analysis of the traffic generation statement for the above referenced facility. The project is to change the existing Future Land Use (FLU) from the existing Single – Family Residential to Commercial.

This analysis was based on a spreadsheet distributed by the Florida Department of Transportation, which is based on the Institute of Transportation Engineers (ITE) Trip Generation Manual (8th Edition). For the existing land use, the results indicate the existing 1 Single Family home (ITE code 210) generates 19 total daily trips with 2 peak hour trips PM with 1 being in and 1 being out. For the proposed land use, the results indicate the 11.2 KSF of Medical/Dental (ITE code 720) generates 1,517 total daily trips with 145 peak hour trips PM with 39 being in and 106 being out. For a change in Peak PM peak traffic of 1,498 total trips with 143 peak hour trips PM with 38 in and 105 being out.

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

Sincerely,

Steven L. Dobbs Engineering

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

Steven L. Dobbs, P. E.
President

CC: James Caprio
File

Instructions:

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

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

NA: Not Available

DU: Dwelling Unit

Occ.Room: Occupied Room

KSF²: Units of 1,000 square feet

Fuel Position: # of vehicles that could be fueled simultaneously

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

Instructions:

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

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

NA: Not Available

DU: Dwelling Unit

Occ.Room: Occupied Room

KSF²: Units of 1,000 square feet

Fuel Position: # of vehicles that could be fueled simultaneously

Description / ITE Code	Units	Rate Weekday Daily Traffic	PM Peak Period Rate	% PM In	% PM Out	Expected Units (independent variable)	Calculated Daily Trips	PM Peak Trips - Total	PM In	PM Out	Notes
Resort Hotel 330	Occ. Room	13.43	0.49	43%	57%		0	0	NA	NA	Daily Rate for Saturday.
Resort Hotel 330	Rooms	NA	0.42	43%	57%		0	0	NA	NA	
City Park 411	Picnic Sites	5.87	NA	NA	NA		0	NA	NA	NA	
County Park 412	Acres	2.28	0.06	41%	59%		0	0	NA	NA	
State Park 413	Picnic Sites	9.95	0.65	43%	57%		0	0	NA	NA	
State Park 413	Employees	NA	4.67	43%	57%		0	0	NA	NA	
Water Slide Park 414	Parking Space	2.27	NA	NA	NA		0	NA	NA	NA	Caution- Only 1 Study.
Beach Park 415	Acres	29.81	1.30	29%	71%		0	0	NA	NA	
Campground/RV Park 416	Acres	74.38	0.39	NA	NA		0	0	NA	NA	Caution-Only 1 Study.
Regional Park 417	Picnic Sites	61.82	9.60	41%	59%		0	0	NA	NA	Peak Hour is PM Peak Hour.
Regional Park 417	Employees	79.77	10.26	45%	55%		0	0	NA	NA	
National Monument 418	Employees	31.05	5.58	NA	NA		0	0	NA	NA	Peak Hour is PM Peak Hour.
Marina 420	Berths	2.96	0.19	60%	40%		0	0	NA	NA	Caution- Only 2 Studies
Golf Course 430	Employees	20.52	1.48	48%	52%		0	0	NA	NA	
Golf Course 430	Holes	35.74	2.78	45%	55%		0	0	NA	NA	
Miniature Golf Course 431	Holes	NA	0.33	33%	67%		0	0	NA	NA	
Golf Driving Range 432	Tees	NA	1.25	45%	55%		0	0	NA	NA	Caution- Only 2 Studies.
Multipurpose Rec. Facility 435	Acres	90.38	5.77	NA	NA		0	0	NA	NA	Caution- Only 1 Study.
Live Theater 441	Seats	NA	0.02	50%	50%		0	0	NA	NA	
Movie Theater w/o matinee 443	KSF ²	78.06	6.16	94%	6%		0	0	NA	NA	Caution- Only 1 Study.
Movie Theater w/o matinee 443	Movie Screens	220.00	24.00	41%	59%		0	0	NA	NA	
Movie Theater w/o matinee 443	Seats	1.76	0.07	75%	25%		0	0	NA	NA	Peak Hour is PM Peak Hour.
Movie Theater w/o matinee 443	Employees	53.12	4.20	NA	NA		0	0	NA	NA	
Movie Theater w/ matinee 444	KSF ²	NA	3.80	64%	36%		0	0	NA	NA	Caution- Only 1 Study.
Movie Theater w/ matinee 444	Movie Screens	153.33	20.22	40%	60%		0	0	NA	NA	
Movie Theater w/ matinee 444	Seats	NA	0.14	53%	47%		0	0	NA	NA	
Horse Track 452	Employees	2.60	NA	50%	50%		0	NA	NA	NA	
Dog Track 454	Attendees	1.09	0.13	66%	34%		0	0	NA	NA	
Arena 460	Employees	10.00	NA	50%	50%		0	NA	NA	NA	
Ice Rink 465	Seats	1.26	0.12	NA	NA		0	0	NA	NA	Caution- Only 1 Study.
Casino/Video Lottery Establishment 473	KSF ²	NA	13.43	56%	44%		0	0	NA	NA	
Amusement Park 480	Employees	8.33	0.50	61%	39%		0	0	NA	NA	
Zoo 481	Acres	114.88	NA	50%	50%		0	NA	NA	NA	
Zoo 481	Employees	23.93	NA	50%	50%		0	NA	NA	NA	
Tennis Courts 490	Courts	31.04	3.88	NA	NA		0	0	NA	NA	
Tennis Courts 490	Employees	66.67	5.67	NA	NA		0	0	NA	NA	
Racquet Club 491	Courts	38.70	3.35	NA	NA		0	0	NA	NA	
Racquet Club 491	KSF ²	14.03	1.06	NA	NA		0	0	NA	NA	
Racquet Club 491	Employees	45.71	4.95	NA	NA		0	0	NA	NA	
Health Club 492	KSF ²	32.93	3.53	57%	43%		0	0	NA	NA	Caution- Only 1 Study
Bowling Alley 494	KSF ²	33.33	3.54	35%	65%		0	0	NA	NA	Caution- Only 1 Study.
Recreational Com. Center 495	KSF ²	22.88	1.45	37%	63%		0	0	NA	NA	Caution- 1 study.
Recreational Com. Center 495	Employees	27.25	3.16	44%	56%		0	0	NA	NA	
Military Base 501	Employees	1.78	0.39	NA	NA		0	0	NA	NA	
Elementary School 520	Students	1.29	0.15	49%	51%		0	0	NA	NA	Peak Hour is PM Peak Hour.
Elementary School 520	KSF ²	15.43	1.21	45%	55%		0	0	NA	NA	
Elementary School 520	Employees	15.71	1.81	49%	51%		0	0	NA	NA	
Private School (K-12) 536	Students	2.48	0.17	43%	57%		0	0	NA	NA	Caution- Only 2 studies.
Middle/ JR. High School 522	Students	1.62	0.16	49%	51%		0	0	NA	NA	
Middle/ JR. High School 522	KSF ²	13.78	1.19	52%	48%		0	0	NA	NA	
High School 530	Students	1.71	0.13	47%	53%		0	0	NA	NA	
High School 530	KSF ²	12.89	0.97	54%	46%		0	0	NA	NA	
High School 530	Employees	19.74	1.55	54%	46%		0	0	NA	NA	
Junior/ Comm. College 540	Students	1.20	0.12	64%	36%		0	0	NA	NA	
Junior/ Comm. College 540	KSF ²	27.49	2.54	58%	42%		0	0	NA	NA	
Junior/ Comm. College 540	Employees	15.55	1.39	58%	42%		0	0	NA	NA	
University/College 550	Students	2.38	0.21	30%	70%		0	0	NA	NA	
University/College 550	Employees	9.13	0.88	29%	71%		0	0	NA	NA	
Church 560	KSF ²	9.11	0.55	48%	52%		0	0	NA	NA	For Weekday
Synagogue 561	KSF ²	10.64	1.69	47%	53%		0	0	NA	NA	Caution- Only 1 Study.

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

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

NA: Not Available
DU: Dwelling Unit
Occ.Room: Occupied Room
KSF²: Units of 1,000 square feet
Fuel Position: # of vehicles that could be fueled simultaneously

Description / ITE Code	Units	Rate Weekday Daily Traffic	PM Peak Period Rate	% PM In	% PM Out	Expected Units (independent variable)	Calculated Daily Trips	PM Peak Trips - Total	PM In	PM Out	Notes
Daycare Center 565	KSF ²	79.26	12.46	47%	53%		0	0	NA	NA	
Daycare Center 565	Students	4.48	0.82	47%	53%		0	0	NA	NA	
Daycare Center 565	Employees	28.13	4.79	47%	53%		0	0	NA	NA	
Cemetery 566	Employees	58.09	7.00	33%	67%		0	0	NA	NA	
Prison 571	KSF ²	NA	2.91	NA	NA		0	0	NA	NA	Peak Hour is PM Peak Hour. Caution- Only 1 Study.
Prison 571	Employees	NA	0.23	28%	72%		0	0	NA	NA	
Library 590	KSF ²	56.24	7.30	48%	52%		0	0	NA	NA	
Library 590	Employees	52.52	5.40	47%	53%		0	0	NA	NA	
Lodge/Fraternal Organization 591	Members	0.29	0.03	NA	NA		0	0	NA	NA	Caution- Only 1 Study.
Lodge/Fraternal Organization 591	Employees	46.90	4.05	NA	NA		0	0	NA	NA	
Hospital 610	KSF ²	16.50	1.14	42%	58%		0	0	NA	NA	
Hospital 610	Beds	11.81	1.31	36%	64%		0	0	NA	NA	
Hospital 610	Employees	5.20	0.33	31%	69%		0	0	NA	NA	
Nursing Home 620	Beds	2.37	0.22	33%	67%		0	0	NA	NA	
Nursing Home 620	Employees	4.03	NA	26%	74%		0	NA	NA	NA	Peak Hour is PM Peak Hour.
Clinic 630	KSF ²	31.45	5.18	NA	NA		0	0	NA	NA	Caution- Only 2 Studies.
Clinic 630	Employees	7.75	1.23	41%	59%		0	0	NA	NA	
General Office 710 (Equation)	KSF ²	Equation	Equation	17%	83%		0	0	NA	NA	
General Office 710	KSF ²	11.01	1.49	17%	83%		0	0	NA	NA	
Corporate Headquarters 714	KSF ²	7.98	1.40	10%	90%		0	0	NA	NA	Peak Hour is PM Peak Hour.
Corporate Headquarters 714	Employees	7.98	1.40	10%	90%		0	0	NA	NA	Peak Hour is PM Peak Hour.
Single Tenant Office Bldg 715	KSF ²	11.57	1.72	15%	85%		0	0	NA	NA	Peak Hour is PM Peak Hour.
Single Tenant Office Bldg 715	Employees	3.62	0.50	15%	85%		0	0	NA	NA	Peak Hour is PM Peak Hour.
Medical Dental Office 720	KSF ²	36.13	3.46	27%	73%	42.0	1,517	145	39	106	
Medical Dental Office 720	Employees	8.91	1.06	34%	66%		0	0	NA	NA	
Government Office Building 730	KSF ²	68.93	1.21	31%	69%		0	0	NA	NA	Peak Hour is PM Peak Hour. Caution- Only 1 Study.
Government Office Building 730	Employees	11.95	1.91	74%	26%		0	0	NA	NA	
State Motor Vehicles Dept. 731	KSF ²	166.02	17.09	NA	NA		0	0	NA	NA	
State Motor Vehicles Dept. 731	Employees	44.54	4.58	NA	NA		0	0	NA	NA	
US Post Office 732	KSF ²	108.19	11.12	51%	49%		0	0	NA	NA	
US Post Office 732	Employees	28.32	2.84	51%	49%		0	0	NA	NA	
Gov. Office Complex 733	KSF ²	27.92	2.85	31%	69%		0	0	NA	NA	Caution- Only 1 Study.
Gov. Office Complex 733	Employees	7.75	0.79	31%	69%		0	0	NA	NA	
R&D Center 760	KSF ²	8.11	1.07	15%	85%		0	0	NA	NA	Peak Hour is PM Peak Hour.
R&D Center 760	Employees	2.77	0.41	10%	90%		0	0	NA	NA	
Building Materials/Lumber 812	KSF ²	45.16	4.49	47%	53%		0	0	NA	NA	
Building Materials/Lumber 812	Employees	32.12	2.77	51%	49%		0	0	NA	NA	
Free-Standing Discount Superstore 813	KSF ²	53.13	4.61	49%	51%		0	0	NA	NA	
Free-Standing Discount Store 815	KSF ²	57.24	5.00	50%	50%		0	0	NA	NA	
Free-Standing Discount Store 815	Employees	28.84	3.48	50%	50%		0	0	NA	NA	
Hardware/Paint Store 816	KSF ²	51.29	4.84	47%	53%		0	0	NA	NA	Caution- Only 3 Studies
Hardware/Paint Store 816	Employees	53.21	5.05	NA	NA		0	0	NA	NA	
Nursery (Garden Center) 817	KSF ²	36.08	3.80	NA	NA		0	0	NA	NA	
Nursery (Garden Center) 817	Employees	22.13	1.99	NA	NA		0	0	NA	NA	
Nursery (Wholesale) 818	KSF ²	39.00	5.17	NA	NA		0	0	NA	NA	
Nursery (Wholesale) 818	Employees	23.40	0.47	NA	NA		0	0	NA	NA	
Shopping Center 820 (Equation)	KSF ²	Equation	Equation	49%	51%		0	0	NA	NA	
Shopping Center 820 Rate	KSF ²	42.94	3.37	49%	51%		0	0	NA	NA	
Factory Outlet Center 823	KSF ²	26.59	2.29	47%	53%		0	0	NA	NA	
Quality Restaurant 931	KSF ²	89.95	7.49	67%	33%		0	0	NA	NA	Low Turnover - More than 1 hour
Quality Restaurant 931	Seats	2.86	0.26	67%	33%		0	0	NA	NA	
High Turnover/Sit Down Rest 932	KSF ²	127.15	11.15	59%	41%		0	0	NA	NA	Big variation on Daily
High Turnover/Sit Down Rest 932	Seats	4.83	0.41	57%	43%		0	0	NA	NA	
Fast Food w/o Drive Thru 933	KSF ²	716.00	26.15	51%	49%		0	0	NA	NA	
Fast Food w/o Drive Thru 933	Seats	42.12	2.13	64%	36%		0	0	NA	NA	

Instructions:

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

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

NA: Not Available
 DU: Dwelling Unit
 Occ.Room: Occupied Room
 KSF²: Units of 1,000 square feet
 Fuel Position: # of vehicles that could be fueled simultaneously

Description / ITE Code	Units	Rate Weekday Daily Traffic	PM Peak Period Rate	% PM In	% PM Out	Expected Units (independent variable)	Calculated Daily Trips	PM Peak Trips - Total	PM In	PM Out	Notes
Fast Food w/ Drive Thru 934	KSF ²	496.12	33.48	52%	48%		0	0	NA	NA	
Fast Food w/ Drive Thru 934	Seats	19.52	0.94	53%	47%		0	0	NA	NA	
Drive Thru Only 935	KSF ²	NA	153.85	54%	46%		0	0	NA	NA	Only 2 studies
Drinking Place 925	KSF ²	NA	11.34	66%	34%		0	0	NA	NA	
Quick Lube Shop 941	Service Bays	40.00	5.19	55%	45%		0	0	NA	NA	
Automobile Care Center 942	Service Bays	12.48	2.17	NA	NA		0	0	NA	NA	Daily Trips for Saturday. Caution- Only 1 Study.
Automobile Care Center 942	KSF ²	15.86	3.38	50%	50%		0	0	NA	NA	Daily Trips for Saturday.
New Car Sales 841	KSF ²	33.34	2.59	39%	61%		0	0	NA	NA	
New Car Sales 841	Employees	21.14	0.96	48%	52%		0	0	NA	NA	Peak Hour is PM Peak Hour.
Automobile Parts Sales 843	KSF ²	61.91	5.98	49%	51%		0	0	NA	NA	
Gasoline/Service Station 944	Fuel Position	168.56	13.87	50%	50%		0	0	NA	NA	Daily Rate from 4th Edition ITE
Serv.Station w/ Conven.Mkt 945	Fuel Position	162.78	13.38	50%	50%		0	0	NA	NA	Have auto repair and service
Serv.Stat.w/Conv.Mkt.&Carwash 946	Fuel Position	152.84	13.94	51%	49%		0	0	NA	NA	
Self-Service Carwash 947	Stalls	108.00	5.54	51%	49%		0	0	NA	NA	Caution- Only 1 Study.
Tire Store 848	Service Bays	NA	3.54	42%	58%		0	0	NA	NA	
Tire Store 848	KSF ²	24.87	4.15	43%	57%		0	0	NA	NA	
Wholesale Tire Store 849	Service Bays	30.55	3.17	47%	53%		0	0	NA	NA	
Supermarket 850	KSF ²	102.24	10.50	51%	49%		0	0	NA	NA	Daily based on small number of studies (Caution)
Convenien. Mkt. (Open 24 hrs) 851	KSF ²	737.99	52.41	51%	49%		0	0	NA	NA	
Convenien. Mkt. (Open 16 Hrs) 852	KSF ²	NA	34.57	49%	51%		0	0	NA	NA	
Convenien. Mkt w/ Gas Pumps 853	KSF ²	845.60	59.69	50%	50%		0	0	NA	NA	Average size = 3,000 sqft
Discount Supermarket 854	KSF ²	96.82	8.90	50%	50%		0	0	NA	NA	Daily Trips for Saturday. Caution- Only 1 Study.
Wholesale Market 860	KSF ²	6.73	0.88	53%	47%		0	0	NA	NA	Caution- Only 1 Study.
Discount Club 857	KSF ²	41.80	4.24	50%	50%		0	0	NA	NA	Similar to "Sams" or "Pace"
Home Improvement Store 862	KSF ²	29.80	2.37	48%	52%		0	0	NA	NA	
Electronics Superstore 863	KSF ²	45.04	4.50	49%	51%		0	0	NA	NA	
Toy/Children's Superstore 864	KSF ²	NA	4.99	50%	50%		0	0	NA	NA	Peak Hour is for Saturday.
Apparel Store 876	KSF ²	66.40	3.83	50%	50%		0	0	NA	NA	
Drugstore w/o Drive-Thru 880	KSF ²	90.06	8.42	50%	50%		0	0	NA	NA	
Drugstore w/ Drive-Thru 881	KSF ²	88.16	10.35	50%	50%		0	0	NA	NA	
Furniture Store 890	KSF ²	5.06	0.45	48%	52%		0	0	NA	NA	
Video Arcade 895	KSF ²	NA	56.81	52%	48%		0	0	NA	NA	Peak Hour is PM Peak Hour. Caution- Only 1 Study.
Video Rental Store 896	KSF ²	NA	31.54	50%	50%		0	0	NA	NA	Peak Hour is PM Peak Hour.
Walk-in Bank 911	KSF ²	156.48	12.12	44%	56%		0	0	NA	NA	Daily based on 1 study & PM Peak based on 2 studies.
Drive-in Bank 912	Drive-in Windows	139.25	27.41	49%	51%		0	0	NA	NA	
Drive-in Bank 912	KSF ²	148.15	25.82	50%	50%		0	0	NA	NA	

NA: Not Available
 DU: Dwelling Unit
 Occ.Room: Occupied Room
 KSF²: Units of 1,000 square feet
 Fuel Position: # of vehicles that could be fueled simultaneously

ORDINANCE NO. 1266

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OKEECHOBEE, FLORIDA; LEVYING THE AD VALOREM PROPERTY TAX MILLAGE RATE FOR MUNICIPAL PURPOSES ON ALL TAXABLE PROPERTY WITHIN THE CITY IN ACCORDANCE WITH THE PROVISIONS OF STATE LAW FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; PROVIDING THAT 6.8987 PER THOUSAND DOLLAR VALUATION SHALL NOT BE LEVIED ON HOMESTEAD PROPERTY; THAT 6.8987 VALUATION SHALL BE USED FOR GENERAL CITY PURPOSES; THAT SAID MILLAGE RATE IS ZERO PERCENT (0.00%) MORE THAN THE ROLL-BACK RATE OF 6.8987 COMPUTED IN ACCORDANCE WITH FLORIDA STATUTE 200.065(1); PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 200.001(8)(f), Florida Statutes provides that “voted millage” or “voted levies” means ad valorem taxes in excess of maximum millage amounts authorized by law approved for periods not longer than two (2) years by vote of the electors pursuant to Section 9(b), Article VII of the State Constitution or ad valorem taxes levied for purposes provided in Section 12, Article VII of the State Constitution; and

WHEREAS, Section 200.001(2)(a), Florida Statutes provides that “general municipal millage” shall be that non-voted millage rate set by the governing body; and

WHEREAS, Section 200.065, Florida Statutes governs the adoption and levying of millage rates and provides that the City Council of the City of Okeechobee shall comply with the controlling provisions of Florida law in adoption of any millage rates, including municipal debt service millage, voted millage and voted levies; and

WHEREAS, Section 200.065, Florida Statutes provides that the City Council as the governing body of the City of Okeechobee and as its taxing authority must adopt a resolution or ordinance in order to levy any millage in the manner specifically provided by general law or special act; and

WHEREAS, October 1, 2022 is the commencement of the Fiscal Year for the City of Okeechobee, which shall end on September 30, 2023; and

WHEREAS, the City of Okeechobee, Florida, held public hearings as required by Section 200.065, Florida Statutes, on September 6, 2022, and September 26, 2022; and

WHEREAS, the City of Okeechobee, Florida has complied with all other requirements of law.

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

Section 1: The ad valorem property tax operating millage rate for municipal purposes is hereby levied on the taxable property within the corporate boundaries of the City of Okeechobee for Fiscal Year beginning October 1, 2022 and ending September 30, 2023.

The City Council of the City of Okeechobee, Florida, hereby levies a tax of 6.8987 per thousand-dollar valuation on all real and tangible personal property within the corporate boundaries of the City of Okeechobee, provided however, that 6.8987 shall not be levied upon property in the City of Okeechobee claimed and allowed as homestead on the general laws of the State of Florida.

Section 2: The millage rate adopted is the same as the roll-back rate of 6.8987 as computed in accordance with Florida Statutes Section 200.065(1).

Section 3: That this Ordinance was proposed, considered, and adopted under the provisions of Florida Statutes Chapter 166 and Section 200.065, in conformance with applicable law and the State Constitution.

Section 4: The Finance Director shall furnish a certified copy of this Ordinance upon second reading and final adoption to the Okeechobee County Property Appraiser, the Okeechobee County Tax Collector, and the Florida Department of Revenue as required by law.

Section 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6: The provisions within this Ordinance shall take effect October 1, 2022.

INTRODUCED for First Reading and Public Hearing on the **6th** day of **September 2022**.

Dowling R. Watford, Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

PASSED AND ADOPTED after Second Reading and Final Public Hearing on the **26th** day of **September 2022**.

Dowling R. Watford, Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

John J. Fumero, City Attorney

ORDINANCE NO. 1267

AN ORDINANCE ADOPTING AN ANNUAL BUDGET FOR THE CITY OF OKEECHOBEE, FLORIDA; FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; APPROPRIATING FUNDS FOR OPERATING EXPENSES OF THE CITY OF OKEECHOBEE FOR THE GENERAL OPERATION OF THE SEVERAL DEPARTMENTS OF THE CITY AND OTHER FIXED OBLIGATIONS OF THE CITY FOR AND DURING THE FISCAL YEAR; PROVIDING FOR CONFLICT AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Okeechobee adopts a final budget and appropriates funds on an annual basis for the general operation of several departments of the City; and

WHEREAS, the City of Okeechobee held budget workshops on July 5, 2022, August 2, 2022, and August 16, 2022; and

WHEREAS, Section 166.241, Florida Statutes provides specific requirements to which municipalities must comply with regard to budgets and budget amendments; and

WHEREAS, State law requires that municipal budgets are balanced and adopted annually, and the adoption must be by resolution or ordinance including provisions relating to the methods and timing of budget amendments; and

WHEREAS, the 2022 tax assessment role for the City of Okeechobee has been paired, equalized and certified, showing: Total taxable value of real and personal property: \$393,615,286.00; and

WHEREAS, the process of the adoption of the annual budget is governed by Chapter 200, Florida Statutes, requiring calculation of the rolled-back tax rate and percentage increase over the rolled-rate, certain public notices, public hearings, format of required ordinances, and the like.

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

Section 1: The City Council of the City of Okeechobee, Florida, after having held a public hearing on the annual budget, including General Fund, Public Facilities Improvement Fund, Capital Improvement Projects Fund, Other Grants Fund, Industrial Development Grant Fund, and Law Enforcement Special Fund, hereby adopts as its annual budget the expenditures, as fully set forth below, for the Fiscal Year beginning October 1, 2022, and ending September 30, 2023.

GENERAL FUND

Revenues:

Fund Balance	\$ 4,342,501.00
Ad Valorem Taxes – 6.8987	\$ 2,606,816.00
Other Fees	\$ 704,900.00
Intergovernmental Revenue	\$ 1,782,900.00
Charges for Current Services	\$ 1,386,300.00
Fines, Forfeitures and Penalties	\$ 35,200.00
Uses of Money and Property	\$ 10,100.00
Other Revenues	<u>\$ 40,700.00</u>
TOTAL REVENUES	<u>\$ 10,909,417.00</u>
Transfer-In from Public Facilities Improvement Fund	\$ 350,000.00
Transfer-In from Capital Improvement Projects Fund	<u>\$ 535,950.00</u>
TOTAL REVENUES AND TRANSFERS	<u>\$ 11,795,367.00</u>

<u>Expenditures:</u>	
Legislative	\$ 182,766.00
Executive	\$ 265,142.00
City Clerk	\$ 323,086.00
Financial Services	\$ 343,600.00
Legal Counsel	\$ 188,900.00
General Services	\$ 585,637.00
Law Enforcement	\$ 3,220,258.00
Fire Protection	\$ 706,214.00
Road and Street Facilities	\$ 1,637,263.00
TOTAL EXPENDITURES	<u>\$ 7,452,866.00</u>
GENERAL FUND BALANCE	\$ 4,342,501.00

PUBLIC FACILITIES IMPROVEMENT FUND

<u>Revenues:</u>	
Fund Balance	\$ 926,183.00
Revenues	\$ 1,125,251.00
TOTAL REVENUES	<u>\$ 2,051,434.00</u>

<u>Expenditures:</u>	
TOTAL EXPENDITURES	\$ 1,150,951.00
Transfer-Out to General Fund	\$ 350,000.00
TOTAL EXPENDITURES AND TRANSFERS	<u>\$ 1,500,951.00</u>
PUBLIC FACILITIES IMPROVEMENT FUND BALANCE	\$ 550,483.00

CAPITAL IMPROVEMENT PROJECTS FUND

<u>Revenues:</u>	
Fund Balance	\$ 3,590,400.00
Revenues	\$ 50,000.00
TOTAL REVENUES	<u>\$ 3,640,400.00</u>

<u>Expenditures:</u>	
TOTAL EXPENDITURES	\$ 857,000.00
Transfer-Out to Other Grants and Appropriations Grant Fund's	\$ 93,800.00
Transfer-Out to General Fund	\$ 535,950.00
TOTAL EXPENDITURES AND TRANSFERS	<u>\$ 1,486,750.00</u>
CAPITAL IMPROVEMENT PROJECTS FUND BALANCE	\$ 2,153,650.00

OTHER GRANTS FUND

<u>Revenues:</u>	
Fund Balance	\$ 47,000.00
Revenues	\$ 300,000.00
Transfer-In from Capital Improvement Projects Fund	\$ 83,000.00
TOTAL REVENUES	<u>\$ 430,000.00</u>

<u>Expenditures:</u>	
TOTAL EXPENDITURES	\$ 430,000.00
OTHER GRANTS FUND BALANCE	\$ 0.00

INDUSTRIAL DEVELOPMENT GRANT FUND

<u>Revenues:</u>	
Fund Balance	\$ 120,558.00
Revenues	\$ 0.00
TOTAL REVENUES	<u>\$ 120,558.00</u>

<u>Expenditures:</u>	
TOTAL EXPENDITURES	\$ 120,558.00
INDUSTRIAL DEVELOPMENT GRANT FUND	\$ 0.00

APPROPRIATIONS GRANT FUND

Revenues:

Fund Balance	\$	0.00
Revenues	\$	240,000.00
Transfer-In from Capital Improvement Projects Fund	\$	10,800.00
TOTAL REVENUES	\$	250,800.00

Expenditures:

TOTAL EXPENDITURES	\$	250,800.00
APPROPRIATIONS GRANT FUND BALANCE	\$	0.00

LAW ENFORCEMENT SPECIAL FUND

Revenues:

Fund Balance	\$	15,600.00
Revenues	\$	1,000.00
TOTAL REVENUES	\$	16,600.00

Expenditures:

TOTAL EXPENDITURES	\$	11,500.00
LAW ENFORCEMENT SPECIAL FUND BALANCE	\$	5,100.00

Section 2: That this Ordinance was proposed, considered, and adopted under the provisions of Chapter 166 and 200.065 Florida Statutes.

Section 3: The Finance Director shall furnish a certified copy of this Ordinance upon second reading and final adoption to the Okeechobee County Property Appraiser, the Okeechobee County Tax Collector, and the Florida Department of Revenue as required by law.

Section 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5: The City Administrator, through the Finance Director, is hereby authorized and directed to disburse monies for the purpose of meeting the expenses and expenditures of the City as appropriated.

Section 6: Effective Date. This Ordinance shall be effective October 1, 2022.

INTRODUCED for First Reading and Public Hearing on the **6th** day of **September 2022**.

Dowling R. Watford, Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

PASSED AND ADOPTED after Second Reading and Final Public Hearing on the **26th** day of **September 2022**.

Dowling R. Watford, Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

John J. Fumero, City Attorney

Exhibit 5
9/6/2022

To be provided



CITY OF OKEECHOBEE

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

CITY COUNCIL AGENDA ITEM REQUEST FORM

PLEASE SUBMIT COMPLETED FORM TO:

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

ATTN: Robin Brock, Executive Assistant

NAME: Sharie Turgeon - Okeechobee Main Street
ADDRESS: 111 NE 2nd St.

TELEPHONE: 863-357-6246 Email: sharie@okeechobeemainstreet.org

MEETING: REGULAR SPECIAL WORKSHOP DATE: September 6

Please state the item you wish to have placed on the agenda:
Hometown Heroes - Banner Project

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

Please state desired action by the City Council: Approval to have installed banners along Park St of local veterans both present and past - hung November 1 till City hangs Christmas banners.

Please summarize pertinent information concerning your request and attach applicable documents: This is the same as the previous Hometown Heroes banner projects. Will have more details at time of presentation.

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

SIGNED BY: Sharie Turgeon DATE: 8/24/2022

★ ★ ★ ★ ★ Honoring Okeechobee Veterans ★ ★ ★ ★ ★ IN DOWNTOWN OKEECHOBEE

Okeechobee Main Street is launching our inaugural **Hometown Heroes Program** as a living tribute for our community to honor past and present members of the Armed Forces.

Okeechobee
HOMETOWN HEROES

Billie L. McElwee

Korean War
United States Army

Sponsored by the Family of Billie L. McElwee

A project of Okeechobee Main Street in Partnership with the City of Okeechobee, VFW South 10395, VFW Auxiliary, VFW North 4423, Fraternal Order of Eagles #500, American Legion and Commissioner Terry Barroughs



Park signs (24" x 18" with stand) will be displayed during the month of November in Flagler Park #4, around the beautiful tall American Flag.

All sponsors will be given the sign to keep when displays are taken down.

Park Sign Sponsorships are now available.

If you know of a Veteran that you would like to honor, please contact us to pick up instructions and application at Main Street, or go to Okeechobee Main Street website to download the application.

Program open to active, past or deceased honorably discharged military personnel of the United States Armed Forces who lives or have lived in Okeechobee County.

Application Deadline: October 30, 2021

www.OkeechobeeMainStreet.org

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): Cattlemen's Square Agreement Number: A3021

2. Parties State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000 (Department)

Grantee Name: City of Okeechobee Entity Type: a local government
Grantee Address: 55 SE 3rd Avenue, Okeechobee, FL 34974 (Okeechobee County) FEID: 59-6000393 (Grantee)

3. Agreement Begin Date: upon execution Date of Expiration: June 30, 2025

4. Project Number: A23021 Project Location(s): SW 5th Avenue, Okeechobee, FL 34974 (Okeechobee County)
(If different from Agreement Number)

Project Description: Picnic Facilities (new), Open Play Field (new), Multi-purpose Trails: fitness, hiking, biking and skating (new), Landscaping (new), Site Amenities: benches, trash, lighting and signage (new).

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
<u>\$200,000.00</u>	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	<u>Line Item No. 1754, GAA, FY 2022-2023</u>	<u>\$200,000.00</u>
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			<u>\$200,000.00</u>

6. Department's Grant Manager Name: Angela Bright or successor
Address: 3900 Commonwealth Blvd.
MS #585
Tallahassee, FL 32399
Phone: 850-245-2501
Email: angie.bright@floridadep.gov

Grantee's Grant Manager Name: Gary Ritter, City Administrator or successor
Address: 55 SE 3rd Avenue
Okeechobee, FL 34974 (Okeechobee County)
Phone: 863-763-3372 X-9811
Email: gritter@cityofokeechobee.com

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:


<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Okeechobee **GRANTEE**

Grantee Name
By  8/24/2022
(Authorized Signature) Date Signed

Gary Ritter, City Administrator

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____
Secretary or Designee Date Signed

Mara Gambineri, Deputy Secretary

Print Name and Title of Person Signing

Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/referenceguideforstateexpenditures.pdf?sfvrsn=fc1c5555_2
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/state-agencies>.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting

Attachment 1

acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other

obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

- ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

38. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. A3021**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Cattlemen’s Square. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins when the final party signs the Agreement (the “effective date”) and ends on the Project Completion Date. Only authorized Pre-Agreement expenses may be reimbursed outside of this period.
- b. Extensions. There are no extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur after approval of the final deliverable(s).
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. **Commercial General Liability Insurance.**

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. **Commercial Automobile Insurance.**

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. **Workers' Compensation and Employer's Liability Coverage.**

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. **Other Insurance.** None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)

Project Name: **Cattlemen's Square**
 Grantee Name: **City of Okeechobee**
 FRDAP Project No.: **A23021**
 DEP Agreement No.: **A3021**

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as submitted in the Grantee's application and listed in the Grant Work Plan is considered a significant change, must be pre-approved by the Department, and may require a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located at **SW 5th Avenue, Okeechobee, FL 34974 (Okeechobee County)** and is considered a "Large Project" pursuant to paragraph 62D-5.055(6)(a), F.A.C.

Retroactive Project.

This Project has been approved as a "Retroactive Project." Retroactive Projects are eligible for a FRDAP grant award if they otherwise meet the FRDAP rule criteria, funds are available, and Project Costs have occurred within one (1) year prior to the approval for funding by the Governor.

This Project has not been approved as a "Retroactive Project."

Project Completion: The Project Completion Date for this Agreement is April 30, 2025.

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award Amount outlined below. The total estimated Project Cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence." All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	\$200,000.00
Required Grantee Match Amount:	\$0.00 (REDI)
Total Estimated Project Cost:	\$200,000.00
Match Ratio:	0%

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
<p>TASK 1</p> <p>1.A. Development of Commencement Documentation Checklist (DRP-107)¹.</p> <p>1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).</p>	<p>DELIVERABLE 1</p> <p>The Department will issue “Notice to Commence” upon receipt and approval of:</p> <p>1.A. All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-107)</p> <p>1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).</p> <p>Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project Cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule.</p> <p>The Grantee may not proceed with development of the Project until Notice to Commence has been issued.</p> <p>DELIVERABLE 2</p> <p>The Grantee may request reimbursement upon Department receipt and approval of:</p> <p>2.A. Development of required Project Elements.</p> <p>2.B. All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111)</p> <p>2.C. Final Status Report (DRP-109).</p> <p>The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant</p>	<p>180 calendar days after Execution of Agreement²</p>	<p>Failure to provide the required Commencement Documentation may jeopardize your funding. The Department may terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.</p>
<p>TASK 2</p> <p>2.A. Development of Primary and Support Project Elements, which includes: Picnic Facilities (new), Open Play Field (new), Multi-purpose Trails: fitness, hiking, biking and skating (new), Landscaping (new), Site Amenities: benches, trash, lighting and signage (new).</p> <p>2.B. Development of Completion of Documentation Checklist (DRP-111).</p> <p>2.C. Completion of Final Status Report (DRP-109).</p>	<p>DELIVERABLE 2</p> <p>The Grantee may request reimbursement upon Department receipt and approval of:</p> <p>2.A. Development of required Project Elements.</p> <p>2.B. All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111)</p> <p>2.C. Final Status Report (DRP-109).</p> <p>The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant</p>	<p>Due April 30, 2025, which shall also be the Project Completion Date³</p>	<p>No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee’s failure to perform.</p>

	<p>Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.</p>	
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Project Task Performance Standard: The Department’s Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department’s Grant Manager of the Project Completion Certificate and the Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a **single payment request** on Exhibit C, Payment Request Summary Form, DRP-115, along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

Endnotes:

1. FRDAP documentation is available at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance> and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A				\$	
Federal Program B					
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A					

Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category				

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:									
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category			
Original Agreement	General Appropriations Act Line Item 1754 Fixed Capital Outlay Florida Recreation Development Assistance Grants from Land Acquisition Trust Fund	2022-2023	37.017	Florida Recreation Development Assistance Program	\$200,000.00	140002			

Total Award	\$200,000.00
--------------------	---------------------

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM SPECIFIC REQUIREMENTS**

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM

ATTACHMENT 6

1. Project Submittal Forms.

Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement may be found at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance>, or by contacting the Department's Grant Manager.

2. Notice to Commence.

Prior to commencement of the Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on the Commencement Documentation Checklist, DRP-107. Upon satisfactory approval by the Department, the Department will issue written "Notice to Commence" to the Grantee to commence the Project. **The Grantee SHALL NOT proceed until the Department issues the "Notice to Commence."** Until the Department issues the "Notice to Commence," the Department is not obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind that were incurred prior to the "Notice to Commence," except for Pre-Agreement Expenses as more fully described in subsection 62D-5.054(34), F.A.C.

3. Site Plans.

Project site facilities must be attractive for public use and compatible with the environment. Plans and specifications for Project site improvements and facilities must be in accordance with current engineering and architectural standards. The Grantee should emphasize the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. **The Grantee may alter a conceptual site plan only after written approval by the Department.**

The Grantee shall have final site plans (site, engineering, and architectural) prepared for the Project and sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida (collectively the "Project Plans"). The Grantee must deliver a complete original, signed, and sealed set of the Project Plans to the Department before the Department will issue final reimbursement.

4. Project Completion.

All work under this Agreement must be completed no later than 60 days before the expiration date of the Agreement, known as the "Project Completion Date." The Department may require the Grantee to do additional work before designating the Project "complete." If the Project has not been designated as complete by the Department by midnight of the Date of Expiration, the Project funds will revert to the revenue fund from which they were appropriated (paragraph 62D-5.058(7)(a), F.A.C.).

5. Project Completion Certification.

To certify completion, the Grantee will submit to the Department the Project Completion Certification, DRP-112, available online and incorporated herein by reference. The Project must be designated complete prior to the Department releasing final reimbursement. The Department shall designate the Project complete upon receipt and approval of all deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department will release the retainage when the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained amount will be processed within thirty (30) days of the Project designated complete by the Department.

6. The following modifies paragraph 8.d, Attachment 1, Standard Terms and Conditions:

a. Reimbursement for Costs.

Project Costs will be reimbursed as provided in paragraph 62D-5.058(2)(a), F.A.C., and in the Project Agreement. The Grantee is eligible for reimbursement, in whole or in part, for Department-approved Pre-Agreement Expenses

and, if applicable, costs associated with Retroactive Projects, through the Project Completion Date of this Agreement. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, cost(s) must meet all FRDAP requirements, financial reporting requirements, and rules and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:

<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

- i. **Pre-Agreement Expenses.** Pursuant to subsection 62D-5.054(34), F.A.C., Pre-Agreement Expenses means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of the Project Agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.
7. The following is added to paragraph 8, Attachment 1, Standard Terms and Conditions:
 - k. **Project Costs.** The Department will reimburse Project costs pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project Completion Date as set forth in the Project Completion Certification determined and identified herein. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.
 - l. **Cost Limits.** Pursuant to paragraphs 62D-5.058(2)(a) and (b), F.A.C., project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost.
8. The following hereby replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:
 - h. **Annual Appropriation Contingency.** The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the Recommended Application Priority List by the Florida Legislature. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of FRDAP program funds.
9. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:

Status Reports.

 - a. The Grantee must utilize, Project Status Report Form, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
 - b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: <https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida> and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (<https://floridadep.gov/parks/florida-outdoor-recreation-inventory>).
10. **Site Dedication.**
 - a. Land owned by the grantee and developed or acquired with FRDAP funds must be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public in accordance with Rule 62D-5.059, F.A.C. Land under control other than by ownership of the Grantee such as by lease, must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project Completion Date as set forth in the Project Completion Certificate. The dedications must be recorded in the county's public property records by the Grantee. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the general public of the State of Florida.
 - b. Should the Grantee's interest in the land change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of the change no later than ten (10) days after the change occurs,

and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

11. Management of Project Sites.

- a. Site Inspections. Grantees must ensure by site inspections that facilities on the Project site are being operated and maintained for outdoor recreation for a minimum period of twenty-five (25) years from the Project Completion Date set forth in the Project Completion Certificate. The Project site must be open at reasonable times and must be managed in a safe and attractive manner.
- b. Non-Compliance. The Department will terminate an agreement and demand return of the program funds (including interest) for non-compliance if a Grantee fails to comply with the terms stated in with the Agreement. If the Grantee fails to comply the Agreement, the Department will declare the Grantee ineligible for further participation in FRDAP until such time as the Grantee comes into compliance.
- c. Public Accessibility. All facilities must be accessible to the public on a non-exclusive basis, without regard to age, sex, race, religion, or ability level.
- d. Entrance Fees. Reasonable differences in entrance fees for other FRDAP projects may be allowed on the basis of residence, but only if the Grantee can clearly show that the difference in entrance fees reflects, and is substantially related to, all economic factors related to park management, and it is not simply related to the amount of tax dollars spent by the residents for the park; and that a definite burden on the Grantee in park maintenance costs clearly justifies a higher fee for nonresidents.
- e. Native Plantings. In developing a FRDAP project with program funds, the Grantee must primarily use vegetation native to the area, except for lawn grasses.
- f. The Grantee will obtain Department approval prior to any current or future development of facilities on the Project Site(s), which is defined in subsection 62D-5.054(46), F.A.C. This Agreement is not transferable.

12. Procurement Requirements for Grantee.

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

13. Signage.

The Grantee must erect a permanent information sign on the Project site that credits funding (or a portion thereof) to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which are durable for a minimum of twenty-five (25) years after the Project is complete. The sign must be installed on the Project site and approved by the Department before the Department processes the final Project reimbursement request.

14. Termination and Ineligibility.

In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule Chapter 62D-5, F.A.C., the Department will terminate this Agreement and demand return of the program funds (including interest). Furthermore, the Department will declare the Grantee ineligible for further participation in FRDAP until the Grantee complies. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws.

15. Conversion.

The Project Site acquired and/or developed with FRDAP assistance must be retained and used for public outdoor recreation. Should the Grantee, within the periods set forth in subsections 62D-5.059(1) and (2), F.A.C., convert all or part of the Project site to other than public outdoor recreational uses, the Grantee must replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable scope, and quality.

SUPPORT FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

PROBLEMS ENCOUNTERED:

Period Covered (Check Appropriate Period):

January through April: Due May 5th
 May through August: Due September 5th
 September through December: Due January 5th

LIAISON: _____ Signature _____ Date _____

DRP-109 (Effective 05-22-2015) Page 2 of 2



Florida Department of Environmental Protection

EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

Required Signatures: Adobe Signature

Date: _____

Grantee _____

Project Name and Number _____

Billing Period: _____

Billing #: _____

DEP Division: _____

DEP Program: _____

Table with 3 columns: Category, Project Costs This Billing, Cumulative Project Costs. Rows include Contractual Services, Grantee Labor, Employee Benefits, Direct Purchases, Grantee Stock, Equipment, Land Value, Indirect Costs, and TOTAL PROJECT COSTS.

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

Project Administrator _____

Date _____

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

Project Financial Officer _____

Date _____

To: Gary Ritter, City Administrator
From: David Allen, Public Works Director
Date: 8/25/2022
Re: CW Roberts Roadway Improvements PO Request

The Public Works Department is requesting a Purchase order for \$80,000.00 CW Roberts Contracting Inc. for asphalt milling and paving. This is a budgeted project in the 2021-22 budget, line item 301-549-6300 Roadway asphalt and reconstruction, \$100,000.00.

The three areas that are proposed for resurfacing are:

- NW 3rd Avenue from Parrott Avenue (US 441) to SW 2nd Street. There are two factors in the selection of this road for resurfacing. The first is major areas of “pushing” just west of Parrott Avenue. The second is that this road has previously been overlaid, and the asphalt has been built up to where vehicles often “bottom out” when exiting business on the north side of the street resulting in potential damage to both the vehicle and the street.
- SE 10th Street from SE 8th Ave to SE 8th Drive. This section of road also has areas of “pushing” and is a major access road for a large portion of the of the SE area of the City.
- SW 21st Street from east of SW 5th Avenue to SW 3rd Avenue. The portion of SW 21st Street from SW 5th Avenue to SW 7th Avenue was completed last year. This project will complete the resurfacing of the portion of SW 21st Street that has major dips from the stormwater project that was completed several years ago.

The pricing for this project is per the existing paving contract between Okeechobee County and CW Roberts Contracting. We utilized this purchasing mechanism for last year’s paving projects. Given the substantial increases in fuel and commodities, being able to use the pricing of the existing Okeechobee County contract is very advantageous to the City.

The proposed pricing of \$72,636.00 from CW Roberts is based on an estimated quantity of asphalt. Asphalt estimating is not an exact process. The quantities are based on a uniform application of 1.25” of asphalt over a smooth road surface. Imperfections in the existing road surface will result in the actual quantities of asphalt used being different than the estimate. Given the inexact nature of the estimation, we are proposing an additional 10% being added to the estimate due to the likelihood of additional asphalt being used. The amount paid will be based on the actual amount of asphalt used, established by load tickets for each truck of asphalt.



Approximately 2,000 square yards. The road has been overlaid before and has been built up so much that cars drag when they come out of the parking lots, especially for the restaurant on the north side. Will need to mill extra material to make it right



Approximately 900 square yards. Will need to mill to match existing drives and side streets



SW 5TH AVE

SW 21ST ST

SW 3RD AVE

Approximately 1,700 square yards. Some places will require a leveling course for dips from a previous storm-water project, The road to the west was done by CER a couple years ago.



C.W. Roberts Contracting, Inc.

Tallahassee Corporate Office
3372 Capital Circle NE
Tallahassee, FL 32308
Phone: 850-385-5060
Fax: 850-385-5605

Panama City Office
1603 Bay Avenue
Panama City, FL 32405
Phone: 850-769-6640
Fax: 850-769-7775

Tallahassee Operations Office
22574 NE SR 20
Hosford, FL 32334
Phone: 850-379-8116
Fax: 850-379-8188

Wildwood Office
4208 Highway 124-A
Wildwood, FL 34785
Phone: 352-330-2540
Fax: 352-330-2609

Freeport Office
160 Industrial Park Road
Freeport, FL 32439
Phone: 850-835-3500
Fax: 850-835-3519

Plant City Office
2102 Jim Johnson Road
Plant City, FL 33566
Phone: 813-756-2009
Fax: 813-659-3787

Okeechobee Office
806 NW 9th Street
Okeechobee, FL 34972
Phone: (863) 763-7373
Fax: (863) 763-7379

Palm City
8530 SW Jayme Way
Palm City, FL, 34990
Phone: 772-288-0951
Fax: 772-288-0983

PROPOSAL AND CONTRACT

August 3, 2022

Proposal No.: 1

To: CITY OF OKEECHOBEE
2022 RESURFACING
OKEECHOBEE

Phone: 863-763-3926
Email: dallen@cityofokeechobee.com

C.W. Roberts Contracting, Inc., hereinafter called the Company, offers to furnish all labor, materials and equipment required for the performance of the following described work in connection with the construction of improvements of the 2022 RESURFACING

Table with 5 columns: Item, Description, Qty, Unit, Unit Price, Total. Includes items for 1.25" MILLING and 1.25" TYPE SP-12.5 PAVING WITH TACK.

Notations:

- 1 EXCLUDES ANY REQUIRED PERMITS AND ASSOCIATED FEES.
2 EXCLUDES ALL TESTING INSPECTIONS, SURVEYS, LAYOUT, AS-BUILTS AND ASSOCIATED FEES.
3 CWR CONTRACTING HAS INCLUDED QC FOR THE PAVING ONLY.
4 DRAINAGE OF PAVEMENT SURFACE WHERE DESIGN IS LESS THAN 2% WILL NOT BE GUARANTEED.
5 UNIT PRICE PROPOSAL BASED ON QUANTITIES ABOVE, ANY REQUIRED OVERBUILD WILL BE BILLED AT TONNAGE UNIT PRICE.
6 CWR CONTRACTING HAS INCLUDED ROADWAY QC FOR THE ASPHALT ONLY.
7 BITUMINOUS TACK IS INCLUDED IN THE ASPHALT PRICE.
8 BOND NOT INCLUDED. ADD 1.5% IF REQUIRED.
9 EXCLUDES PROTECTION OF PAVERS, CLEANUP AND SWEEPING OF EXISTING ASPHALT.

If the foregoing meets with your acceptance, kindly sign and return this proposal. Upon its' receipt it is understood and the foregoing will constitute the full and complete agreement between us.

This proposal expires thirty (30) days from the date hereof, but may be accepted at any later date at the sole option of CWR.

ACCEPTED:

Respectfully Submitted, RICK SLONE

(Firm Name)

(Signature)

C.W. Roberts Contracting, Inc.

(Printed Name and Title)

(Date)

August 3, 2022 (Date)

TERMS AND CONDITIONS

Payment in full for all work performed hereunder during any month shall be made not later than the tenth day of the month next following. Final and complete payment for all work performed hereunder shall be made not later than fifteen (15) days after the completion of such work. Interest at the highest rate allowable under the laws of the jurisdiction in which the contract is executed, or one and one half percent (1.5%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment.

We shall not become obligated to perform the work called for under this Proposal and Contract until we check and approve your credit. This Proposal and Contract shall be null and void if your credit is not approved. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, we shall be furnished adequate security upon our request.

Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. We will be compensated for any increase in our costs caused by such change, on the basis of the increase plus ten percent (10%) profit. If a time is set for the performance of work, and if, in our sole judgment, such change will increase the time necessary for our performance, we will be granted a reasonable extension of time.

We will provide and pay for Workmen's Compensation Insurance covering our employees and Public Liability and Property Damage Insurance protecting ourselves. We will also assume responsibility for the collection and payment of Social Security and State Unemployment Taxes applicable to our employees. You agree to carry Public Liability and Property Damage Insurance sufficient to protect yourself against any and all claims arising from the performance of the work, including but not limited to claims arising under your agreement to indemnify and hold us harmless under the final paragraph of this Proposal and Contract.

We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted single shift operation.

Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control, including but not limited to fire, flood or other casualty; labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which we are involved, directly or indirectly.

If for causes beyond our control our work is not completed within twelve (12) months after the date of your acceptance of the proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event (i) we shall be relieved of any further obligation with respect to the balance of the work; and (ii) we shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

We shall not be responsible for, and you agree to indemnify and hold us harmless from, any suit, claim, liability, cost or expense arising from or in any way related to: sidewalks, driveways or other improvements located within our work area or designated areas of access, and to adjacent property and improvements; subsurface conditions; and any and all other alleged damages to persons or property, including but not limited to personal injury and death, arising from the performance of the work, unless such alleged damages arise from our sole negligence. You further agree to indemnify and protect us and save us harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of your breach of any obligations and covenants of this contract. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our reasonable control, including but not limited to design, failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken or work performed under adverse weather conditions. You agree that the proper jurisdiction and venue for adjudication concerning this contract is Liberty County, Florida, and you waive any right to jurisdiction and venue in any other place.

In the event of litigation to enforce the terms of this contract, the prevailing party shall be entitled to an award of reasonable attorneys fees and costs.



PROPOSAL PRICING & BINDING AUTHORITY

CITY OF OKEECHOBEE
2022 – 2023 RENEWAL PROPOSAL
PROPERTY & CASUALTY INSURANCE
PRESENTED: AUGUST 22, 2022

AFTER CAREFUL CONSIDERATION OF THE REFERENCED PROPOSAL, WE ACCEPT YOUR INSURANCE PROGRAM AS INDICATED WITH AN "X" BELOW:

PROPERTY & CASUALTY COVERAGES	PREMIUM BREAKDOWN			BIND	
	2021 – 2022	2022 – 2023	% CHANGE	YES	NO
PRM PROPERTY & CRIME	\$78,217	\$79,854			
PRM EQUIPMENT BREAKDOWN	\$0	\$0			
PRM GL/LEL/AL/E&O/EXCESS LIABILITY	\$95,380	\$102,378			
PRM WORKERS' COMPENSATION	\$125,812	\$131,858			
PREFERRED MEMBER PARTICIPATION CREDIT	-\$1,497	-\$4,711			
GRAND TOTAL	\$297,912	\$309,379	3.85%		
OPTIONAL/ANCILLARY COVERAGES					
CYBER LIABILITY	INCLUDED	INCLUDED			
POLLUTION LIABILITY	N/A	N/A			
AVIATION LIABILITY	N/A	N/A			

PAYMENT PLAN: PRM ALLOWS THEIR MEMBERS TO PAY THEIR TOTAL COSTS IN FOUR (4) QUARTERLY INSTALLMENTS. THE FIRST INSTALLMENT IS DUE AT INCEPTION AND IS EQUAL TO 25% OF ALL COSTS. THE REMAINING COSTS WILL BE PAID OVER THE NEXT THREE (3) QUARTERS.

THIS WARRANTS THAT YOU HAVE NO KNOWLEDGE OF ANY CLAIM, OR INCIDENT THAT MAY RESULT IN A CLAIM, THAT HAS NOT BEEN REPORTED TO THE INSURANCE CARRIER.

IT IS UNDERSTOOD AND AGREED THAT REFERENCED PROPOSAL PROVIDES ONLY A SUMMARY OF THE INSURANCE PROGRAM OPTIONS OFFERED. THE ACTUAL POLICIES WILL CONTAIN THE COMPLETE TERMS, CONDITIONS, DEDUCTIBLES, EXCLUSIONS, ETCETERA. PLEASE REVIEW POLICY LANGUAGE FOR A FULL UNDERSTANDING OF PURCHASED PROGRAM.

Member Signature

Date

Print Member Name

SIGNED BINDING AUTHORITY TO BE RETURNED BY 09/15/2022

THIS DOCUMENT IN ITS ENTIRELY IS CONFIDENTIAL & PROPRIETARY IN NATURE - NOT FOR PUBLIC RECORD.

City of Okeechobee



Police Department

8/18/2022

City Administrator- Gary Ritter
Okeechobee City Finance Department -India Riedel

Disposal of City Owned Property:

The following items are no longer working, and we would like to dispose of them via the GovDeal auction site

Metal enclosed Computer racks that was left by 911 when removed from buiding
Sanyo Television from Detective Divison
Metal file cabinet
Wooden cabinet with desk drawers and removable top

Asset # 753 Unit 114 Dodge Charger

Asset # 575 Unit 151 Dodge Charger

A handwritten signature in blue ink that reads "Betty Taylor". The signature is written in a cursive style and is positioned above a horizontal line.

Lt Bettye Taylor



City of Okeechobee

PROPERTY DISPOSAL REQUEST FORM

Date: 8/18/2022

Department requesting item to be sold:

Police Fire Public Works General Services Admin Clerk Finance

Property ID: 02144 Asset ID: 575

Reason for Disposal:

Surplus Damaged Other: _____

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

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

Make/Brand: Dodge *Notes:*

Model: Charger

Year: 2014 UNIT 151

Serial Number: 2B3CL1CG6BH550581


Current Condition: fair

Estimated Value at Time of Acquisition: \$24704.00

Estimated Value at Current Date: \$10,000.00

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

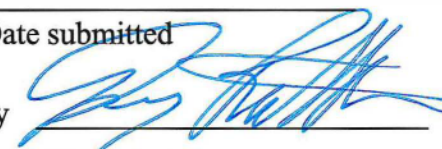
GovDeals.com Auction Site Other:



 Department Head

8/18/2022

 Date submitted

Approved this 19 day of August 2022 by 

 City Administrator

Vehicle Inspection Form

Inventory ID **02144**

Asset Number: **575**

Fair Market Value: **10,000**

Short Description:

Year **2011**

Make **Dodge**

Model **Charger**

VIN: **2 B 3 C L 1 C G 6 B H 5 5 0 5 8 1** Title Restriction: Y N

Odometer: **92680** Miles Kilometers Odometer Accurate Y N:

Long Description:

This Vehicle: Starts Starts with a Boost & Runs/Driveable Engine Runs Does Not Run For Parts Only

Engine- Type: **3.6L V6** Gas Diesel Engine Propane/Natural Gas Gas/Electric Hybrid

Engine Condition: Runs Needs repair is in unknown condition

Repairs needed: _____

This vehicle was maintained every **3000** Days Hours Miles

Date Removed From Service: **JUNE 1, 2022** Maintenance Records: Available Not Available For Inspection

Transmission: Automatic Manual ___ Speed Condition: Operable Needs repair Is Unknown Condition

Repairs Needed: _____

Drivetrain: 2 Wheel Drive 4 Wheel Drive Condition: **GOOD**

Exterior: Color: **WHITE** Windows: No Cracked Glass Cracked _____

Minor: Dents Scratches Dings Tire Condition: **GOOD** Tread: _____ #Flat ___ Hubcaps # ___

Major Damage to: _____

Additional Damage: _____

Decals: None Have Been Sprayed or Have been Removed & Impressions Remain No Impressions

Emergency equip: None Has been removed & There are holes in the exterior There are no holes

Interior: Color **BLACK** Cloth Vinyl Leather

Damage to Seats: **NONE**

Damage to Dash/Floor: **NONE**

Radio: Stock or Brand & Model: _____ AM AM/FM AM/FM Cassette AM/FM CD

AC (Condition: Cold Unknown) No AC Air Bags: Driver's Side Dual

Cruise Control Tilt Steering Remote Mirrors Climate Control

Power: Steering Windows Door Locks Seats

Additional Equipment: _____

Manufacturer _____ Model _____ Serial # _____

Tool Box Light Bar Ladder Rack Utility Body: Brand _____ Hitch: Type _____

Location of Asset: **Okeechobee City Barn 500 NW 11th Ave Okeechobee FL 34972**

For more information contact: **8637639791**

Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.



City of Okeechobee

PROPERTY DISPOSAL REQUEST FORM

Date: 8/18/2022

Department requesting item to be sold:

Police Fire Public Works General Services Admin Clerk Finance

Property ID: 3015 **Asset ID:** 753

Reason for Disposal:

Surplus Damaged Other: _____

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

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

Make/Brand: Dodge *Notes:*

Model: Charger

Year: 2014

Serial Number: 2C3CDXAG7EH202279


Current Condition: fair

Estimated Value at Time of Acquisition: \$24247.00

Estimated Value at Current Date: \$15,000.00

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

GovDeals.com Auction Site Other:




 Department Head

8/18/2022

Date submitted

Approved this 18 day of August 2022 by



 City Administrator

Vehicle Inspection Form

Inventory ID: **3015**

Asset Number: **753**

Fair Market Value: **15,000**

Short Description:

Year 2014

Make Dodge

Model Charger

VIN:

3	c	3	c	d	x	a	g	7	e	h	2	0	2	2	7	9
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

 Title Restriction: Y N

Odometer:

	7	7	6	1	8
--	---	---	---	---	---

 Miles Kilometers Odometer Accurate Y N: _____

Long Description:

This Vehicle: Starts Starts with a Boost & Runs/Driveable Engine Runs Does Not Run For Parts Only

Engine- Type: 3.6L, v6 Gas Diesel Engine Propane/Natural Gas Gas/Electric Hybrid

Engine Condition: Runs Needs repair is in unknown condition

Repairs needed: _____

This vehicle was maintained every 3000 Days Hours Miles

Date Removed From Service: JUNE 1, 2022 Maintenance Records: Available Not Available For Inspection

Transmission: Automatic Manual ___ Speed Condition: Operable Needs repair Is Unknown Condition

Repairs Needed: _____

Drivetrain: 2 Wheel Drive 4 Wheel Drive Condition: GOOD

Exterior: Color: WHITE Windows: No Cracked Glass Cracked _____

Minor: Dents Scratches Dings Tire Condition: GOOD Tread: _____ #Flat _____ Hubcaps # _____

Major Damage to: _____

Additional Damage: _____

Decals: None Have Been Sprayed or Have been Removed & Impressions Remain No Impressions

Emergency equip: None Has been removed & There are holes in the exterior There are no holes

Interior: Color BLACK Cloth Vinyl Leather

Damage to Seats: NONE

Damage to Dash/Floor: NONE

Radio: Stock or Brand & Model: _____ AM AM/FM AM/FM Cassette AM/FM CD

AC (Condition: Cold Unknown) No AC Air Bags: Driver's Side Dual

Cruise Control Tilt Steering Remote Mirrors Climate Control

Power: Steering Windows Door Locks Seats

Additional Equipment: _____

Manufacturer _____ Model _____ Serial # _____

Tool Box Light Bar Ladder Rack Utility Body: Brand _____ Hitch: Type _____

Location of Asset: Okeechobee City Barn 500 NW 11th Ave Okeechobee FI 34972

For more information contact: 8637639791

Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.



City of Okeechobee

PROPERTY DISPOSAL REQUEST FORM

Date: 8/18/2022

Department requesting item to be sold:

Police Fire Public Works General Services Admin Clerk Finance

Property ID: _____ **Asset ID:** _____

Reason for Disposal:

Surplus Damaged Other: _____

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

Building / Trailer Bus Fire Apparatus Heavy Equipment
 Heavy Truck Marine / Boat Office Equipment Tractor
 Vehicle Generic: File cabinet

Make/Brand: Allsteel **Notes:**

Model:

Year:

Serial Number:

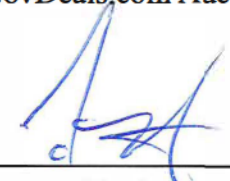
Current Condition: poor

Estimated Value at Time of Acquisition: \$ _____

Estimated Value at Current Date: \$ 50

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


GovDeals.com Auction Site Other:



 Department Head

8/19/22

 Date submitted

Approved this 19 day of August 2022 by 

 City Administrator

GovDeals Office Equipment Inspection Form

Inventory ID 0	Asset Number 0
----------------	----------------

Short Description:

Manufacturer Allsteel Model File Cabinet Serial Number: _____

Please fill in or check**Long Description:**

This Equipment: Is Operable Was Operable when Removed from Service (Date Removed: 2022)

Is Not Operable Operating Condition Unknown

Manuals: Included Not Included

Software: Included Not Included

Computers/ Monitors

Computer: Processor: _____ Speed: _____ RAM: _____ Operating System: _____

Hard Drive: Size _____ Included Removed Included but Erased (No OS)

Accessories Included: Mouse Keyboard _____

Monitor: CRT Flat Panel Size: _____

Printers/ Copy Machines/ Fax Machines

This Equipment: Prints Copies Faxes Scans

Interface: Parallel Cable Only USB Only Parallel & USB

Color Black & White Only Pages per Minute: _____

Network Card

Special/Other Features:

4 drawer metal file cabinet

Location of Asset: 500 NW 11th Ave Okeechobee Fl 34972 Okeechobee City Barn

For more information contact: 8637639791

Reminder: Do not close items on or surrounding a holiday, Fridays, or weekends. Stagger closing times by 10 minutes.



City of Okeechobee

PROPERTY DISPOSAL REQUEST FORM

Date: 8/18/2022

Department requesting item to be sold:

Police Fire Public Works General Services Admin Clerk Finance

Property ID: _____ **Asset ID:** _____

Reason for Disposal:

Surplus Damaged Other: _____

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

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

Make/Brand: Sanyo **Notes:**

Model: DS24425

Year:

Serial Number:

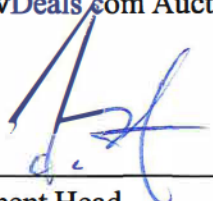
Current Condition: poor

Estimated Value at Time of Acquisition: \$ _____

Estimated Value at Current Date: \$ 50

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

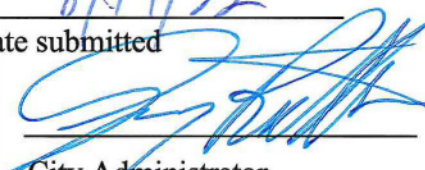
GovDeals.com Auction Site Other:



 Department Head

8/19/22

 Date submitted

Approved this 19 day of August 2022 by 

 City Administrator

GovDeals Office Equipment Inspection Form

Inventory ID 0

Asset Number 0

Short Description:

Manufacturer Sanyo

Model DS24425

Serial Number: B5240285732790

Please fill in or check

Long Description:

This Equipment: Is Operable Was Operable when Removed from Service (Date Removed: 2022)

Is Not Operable Operating Condition Unknown

Manuals: Included Not Included

Software: Included Not Included

Computers/ Monitors

Computer: Processor: _____ Speed: _____ RAM: _____ Operating System: _____

Hard Drive: Size _____ Included Removed Included but Erased (No OS)

Accessories Included: Mouse Keyboard _____

Monitor: CRT Flat Panel Size: _____

Printers/ Copy Machines/ Fax Machines

This Equipment: Prints Copies Faxes Scans

Interface: Parallel Cable Only USB Only Parallel & USB

Color Black & White Only Pages per Minute: _____

Network Card

Special/Other Features:

Sanyo Television

Location of Asset: 500 NW 11th Ave Okeechobee Fl 34972 Okeechobee City Barn

For more information contact: 8637639791

Reminder: Do not close items on or surrounding a holiday, Fridays, or weekends. Stagger closing times by 10 minutes.



City of Okeechobee

PROPERTY DISPOSAL REQUEST FORM

Date: 8/18/2022

Department requesting item to be sold:

Police Fire Public Works General Services Admin Clerk Finance

Property ID: _____ **Asset ID:** _____

Reason for Disposal:

Surplus Damaged Other: _____

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

Building / Trailor Bus Fire Apparatus Heavy Equipment
 Heavy Truck Marine / Boat Office Equipment Tractor
 Vehicle Generic: cabinet

Make/Brand:

Notes:

Model:

Year:

cabinet with drawers

Serial Number:

Current Condition: poor

Estimated Value at Time of Acquisition: \$ _____

Estimated Value at Current Date: \$ 50

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

GovDeals.com Auction Site Other:

[Signature]

 Department Head

8/19/22

 Date submitted

Approved this 19 day of August 2022 by [Signature]

 City Administrator

GovDeals Office Equipment Inspection Form

Inventory ID _____

Asset Number 00106

Short Description:

Manufacturer _____ Model _____ Serial Number: _____

Please fill in or check

Long Description:

This Equipment: Is Operable Was Operable when Removed from Service (Date Removed: 2022)

Is Not Operable Operating Condition Unknown

Manuals: Included Not Included

Software: Included Not Included

Computers/ Monitors

Computer: Processor: _____ Speed: _____ RAM: _____ Operating System: _____

Hard Drive: Size _____ Included Removed Included but Erased (No OS)

Accessories Included: Mouse Keyboard _____

Monitor: CRT Flat Panel Size: _____

Printers/ Copy Machines/ Fax Machines

This Equipment: Prints Copies Faxes Scans

Interface: Parallel Cable Only USB Only Parallel & USB

Color Black & White Only Pages per Minute: _____

Network Card

Special/Other Features:

long wooden cabinet with removable top. Has cabinets and cabinet drawers.

Location of Asset: 500 NW 11th Ave Okeechobee Fl 34972 Okeechobee City Barn

For more information contact: 8637639791

Reminder: Do not close items on or surrounding a holiday, Fridays, or weekends. Stagger closing times by 10 minutes.



City of Okeechobee

PROPERTY DISPOSAL REQUEST FORM

Date: 8/18/2022

Department requesting item to be sold:

Police Fire Public Works General Services Admin Clerk Finance

Property ID: NONE Asset ID: NONE

Reason for Disposal:

Surplus Damaged Other: Left by 911 system

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

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

Make/Brand:

Notes:

Model:

Year:

Metal Computer inclosed rack

Serial Number:

Current Condition: Good

Estimated Value at Time of Acquisition: \$0

Estimated Value at Current Date: \$500.00

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

GovDeals.com Auction Site Other:

[Signature]

 Department Head

8/19/22

 Date submitted
[Signature]

 City Administrator

Approved this 19 day of August 2022 by

GovDeals Office Equipment Inspection Form

Inventory ID none

Asset Number none

Short Description:

Manufacturer _____ Model _____ Serial Number: _____

Please fill in or check

Long Description:

This Equipment: Is Operable Was Operable when Removed from Service (Date Removed: 2018)
 Is Not Operable Operating Condition Unknown

Manuals: Included Not Included

Software: Included Not Included

Computers/ Monitors

Computer: Processor: _____ Speed: _____ RAM: _____ Operating System: _____

Hard Drive: Size _____ Included Removed Included but Erased (No OS)

Accessories Included: Mouse Keyboard _____

Monitor: CRT Flat Panel Size: _____

Printers/ Copy Machines/ Fax Machines

This Equipment: Prints Copies Faxes Scans

Interface: Parallel Cable Only USB Only Parallel & USB

Color Black & White Only Pages per Minute: _____

Network Card

Special/Other Features:

Metal enclosed rack system caged unit. Front and back opening doors.

Location of Asset: 500 NW 11th Ave Okeechobee Fl 34972 Okeechobee City Barn

For more information contact: 8637639791

Reminder: Do not close items on or surrounding a holiday, Fridays, or weekends. Stagger closing times by 10 minutes.