



CITY OF OKEECHOBEE

55 SE THIRD AVENUE
OKEECHOBEE, FL 34974

OCTOBER 18, 2022

6:00 PM

LIST OF EXHIBITS

Mayor

Dowling R. Watford, Jr.

Council Members

Noel Chandler

Monica Clark

Bob Jarriel

Bobby Keefe

Draft Minutes
Warrant Register

September 26, 2022 and October 4, 2022
September 2022

Exhibit 1
Exhibit 2
Exhibit 3
Exhibit 4

Ordinance No. 1262, Rezoning
Ordinance No. 1263, Rezoning
Leadership Okeechobee Class of 2022 request
Veteran's Square Plans Presentation



CITY OF OKEECHOBEE, FLORIDA
SEPTEMBER 26, 2022, REGULAR CITY COUNCIL MEETING
AND FINAL BUDGET HEARING
DRAFT MEETING MINUTES

I. CALL TO ORDER

Mayor Watford called the regular meeting of the City Council for the City of Okeechobee to order on September 26, 2022, at 6:00 P.M. in the City Council Chambers, located at 55 Southeast 3rd Avenue, Room 200, Okeechobee, Florida. Following a moment of silence in honor of a loss in a City family, the invocation was offered by Pastor Don Hanna of First United Methodist Church; followed by the Pledge of Allegiance led by Council Member Keefe.

II. ATTENDANCE

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

III. AGENDA AND PUBLIC COMMENTS

A. An Emergency Public Hearing was added as Item VIII., with Item A, Exhibit 6, Ordinance No. 1268; the remaining items renumbered accordingly.

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

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

IV. PRESENTATIONS AND PROCLAMATIONS

A. Mayor Watford proclaimed September 2022 as "Hunger Action Month." The Proclamation was presented to Ms. Debra Neufeld and Ms. Elisha Gohl of the Treasure Coast Food Bank and read into the record as follows: **"Whereas, hunger and poverty remain issues of grave concern in the United States, the State of Florida, the Treasure Coast, and the City of Okeechobee, with 17,489 children and adults in Okeechobee County now categorized as food insecure; and Whereas, the City of Okeechobee is committed to taking steps to raise awareness about the need to combat hunger in every part of our City and to provide additional resources that the citizens of Okeechobee need; and Whereas, the City of Okeechobee is committed to working with the Treasure Coast Food Bank in mobilizing people about the role and importance of food banks and other hunger relief organizations in addressing hunger and bringing attention to the need to devote more resources and attention to hunger issues; and Whereas, food banks and hunger relief organizations across the country, including the Treasure Coast Food Bank, coordinated Hunger Action Day on September 23, 2022 and will continue to host numerous events throughout the month of September to shed light on this important issue and encourage involvement in efforts to end hunger in their local community. Now, Therefore, I, Dowling R. Watford, Jr., by virtue of the authority vested in me as Mayor of the City of Okeechobee, Florida, do hereby proclaim the month of September 2022 as Hunger Action Month."**

V. CONSENT AGENDA

Motion and second by Council Members Keefe and Jarriel to:

A. [Dispense with the reading and] approve the meeting Minutes for August 2, 2022, August 16, 2022, and September 6, 2022; and

B. Approve the August 2022 Warrant Register [in the amounts: General Fund, \$467,280.26; Public Facilities Improvement Fund, \$17,771.50; Capital Improvement Projects Fund, \$2,311.46; and Industrial Development Grant Fund, \$11,377.65].

Motion Carried Unanimously.

VI. MAYOR WATFORD OPENED THE FINAL BUDGET PUBLIC HEARING AT 6:09 P.M.

A. Mayor Watford announced that the purpose of this public hearing is to consider for adoption the final reading of ordinances for the proposed Millage Rate levy and proposed Budget for Fiscal Year (FY) 2022-23.

B. Mayor Watford announced that the proposed Millage Rate levy represents zero percent more than the roll-back rate computed pursuant to Florida Statute 200.065(1).

VI. FINAL BUDGET PUBLIC HEARING CONTINUED

- C.** Motion and second by Council Members Chandler and Jarriel to read by title only, proposed Ordinance No. 1266, levying a Millage Rate of 6.8987 on all real and tangible personal property for proposed FY October 1, 2022, through September 20, 2023 [as presented in **Exhibit 1**]. **Motion Carried Unanimously.**

City Attorney John Fumero read into the record the title of proposed Ordinance No. 1266 as follows: **“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 FY 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.”**

Motion and second by Council Members Clark and Keefe to adopt proposed Ordinance No. 1266. There were no comments from the public or the Council. **Motion Carried Unanimously.**

- D.** Motion and second by Council Members Keefe and Chandler to read by title only, proposed Ordinance No. 1267, setting the annual Budget for FY 2022-23 [as presented in **Exhibit 2**]. **Motion Carried Unanimously.**

City Attorney Fumero read into the record the title of proposed Ordinance No. 1267 as follows: **“AN ORDINANCE ADOPTING AN ANNUAL BUDGET FOR THE CITY OF OKEECHOBEE, FLORIDA; FOR THE FY 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 FY; PROVIDING FOR CONFLICT AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.”**

Motion and second by Council Members Chandler and Jarriel to adopt proposed Ordinance No. 1267.

General Fund Beginning Fund Balance decreased to \$4,342,501.00. Total Projected Revenues are \$7,452,866.00 (includes Ad Valorem, Other Fees, Intergovernmental, Fines/Forfeitures/Penalties; Uses of Money and Property, Other Revenues; and Transferred-in from Public Facilities Improvement Fund and from Capital Improvement Projects Fund); Total Projected Expenditures are proposed at \$7,452,866.00; leaving a new Fund Balance of \$4,342,501.00. Pages 2 and 3 provided a detailed Line-Item breakdown of the revenues and transfers-in. Projected Expenditures for each Department were presented as follows:

511-Legislative/City Council (pages 4 and 5)

Total Personnel Costs:	\$ 97,590.00
Total Supplies and Other Services:	\$ 85,176.00
FY 2022-23 Proposed Total:	\$ 182,766.00

512-Executive/Administration (pages 6 and 7)

Total Personnel Costs:	\$ 216,260.00
Total Supplies and Other Services:	\$ 48,882.00
FY 2022-23 Proposed Total:	\$ 265,142.00

2512-Executive/City Clerk (pages 8 and 9)

Total Personnel Costs:	\$ 208,666.00
Total Supplies and Other Services:	\$ 114,420.00
FY 2022-23 Proposed Total:	\$ 323,086.00

514-Legal Services (page 10)

FY 2022-23 Proposed Total:	\$ 188,900.00
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513-Finance (pages 11 and 12)

Total Personnel Costs:	\$ 209,700.00
Total Supplies and Other Services:	\$ 133,900.00
FY 2022-23 Proposed Total:	\$ 343,600.00

VI. FINAL BUDGET PUBLIC HEARING CONTINUED

D. Continued.

519-General Services (pages 13 and 14)

Total Personnel Costs:	\$ 178,962.00
Total Supplies and Other Services:	\$ 406,675.00
FY 2022-23 Proposed Total:	\$ 585,637.00

521-Police Department (pages 15 and 16)

Total Personnel Costs:	\$2,739,260.00
Total Supplies and Other Services:	\$ 480,998.00
FY 2022-23 Proposed Total:	\$3,220,258.00

522-Fire Department (pages 17 and 18)

Total Personnel Costs (Retirement and Unemployment):	\$ 63,814.00
Total Supplies and Other Services:	\$ 642,400.00
FY 2022-23 Proposed Total:	\$ 706,214.00

541-Public Works (pages 19 and 20)

Total Personnel Costs:	\$ 728,100.00
Total Supplies and Other Services:	\$ 909,163.00
FY 2022-23 Proposed Total:	\$1,637,263.00

As discussed at the August 2, 2022, Budget Workshop, the Departments projected personnel costs included a 4.5 percent Cost of Living Allowance (COLA) for all employees effective October 1, 2022. Additionally, a 1.5 percent increase would be provided on June 1, 2023, for employees who score a least an average or above on their performance evaluation. Further changes implemented the "Minimum, Medium, and Maximum Salary Ranges" for new hires after October 1, 2022, excluding the positions for part-time, Mayor, Council Members, and City Administrator. The one-page spreadsheet was incorporated in the August 2, 2022, minute file. The spreadsheet does not incorporate the 4.5 percent COLA to the base Minimum (previously identified as Step 1 on the Salary Step Plan), Medium, and Maximum Salary Ranges for each position; however, it does incorporate the job titles and number of employees for those positions for FY 2022-23.

The **Public Facility (Transportation) Fund** (page 21) budget was presented as: Beginning Fund Balance \$926,183.00; Total Projected Revenues \$1,125,251.00; Total Projected Expenditures \$1,150,951.00; plus \$350,000.00 to be transferred-out to the General Fund; leaving a Fund Balance of \$550,483.00. See page 22 for the detailed list of specific expenditures and their estimated costs.

The **Capital Projects Improvement Fund** (page 23) budget was presented as: Beginning Fund Balance \$3,590,400.00; Total Projected Revenues \$50,000.00; Total Projected Expenditures \$857,000.00; plus, transfer-out \$629,750.00 of which \$83,000.00 goes to Other Grant Funds, \$10,800.00 goes to Appropriations Funds, and \$535,950.00 goes to General Fund; leaving a Fund Balance of \$2,163,650.00. See page 24 for the detailed list of specific expenditures and their estimated costs.

The **Other Grants Fund** (page 25) proposed budget was presented as: Beginning Fund Balance \$47,000.00; Total Projected Revenues \$383,000.00, of which includes \$83,000.00 transferred-in from Capital Improvement Projects Fund as Assigned Funds; Total Projected Expenditures \$430,000.00; leaving a Fund Balance of zero.

The **Industrial Development Grant Fund** (page 26) proposed budget was presented as: Beginning Fund Balance \$120,558.00; Total Projected Revenues of zero dollars; Total Projected Expenditures \$120,558.00; leaving a Fund Balance of zero.

The **Appropriations Grant Fund** (page 27) proposed budget was presented as: Beginning Fund Balance zero; Total Projected Revenues of \$250,800.00, of which includes \$10,800.00 transferred-in from Capital Improvement Projects Fund; Total Projected Expenditures \$250,800.00; leaving a Fund Balance of zero.

The **Law Enforcement Special Fund** (page 28) proposed budget was presented as: Beginning Fund Balance \$15,600.00; Total Projected Revenues \$1,000.00; Total Projected Expenditures \$11,500.00; leaving a Fund Ending Balance of \$5,100.00.

Mayor Watford opened the floor for public comment. Mr. Jon Folbrecht inquired about the status of the purchase of a backhoe as discussed at the previous meeting. Mayor Watford responded the item was still listed for purchase within the Public Facilities Improvement Fund on pages 21 and 22. **Motion Carried Unanimously.**

MAYOR WATFORD CLOSED THE FINAL BUDGET PUBLIC HEARING AT 6:17 P.M.

VII. NEW BUSINESS

- A. Mr. Russ Brown, Okeechobee Dixon Hendry Campus President of Indian River State College (IRSC), provided an update regarding the Promise Program that offers paid tuition for qualifying students to obtain an Associate in Art, Associate in Science, or Applied Associate in Science Degree, and is sponsored by the IRSC Foundation. There are 2,200 students enrolled in the four-county area, including 100 full-time and 50 part-time students in Okeechobee. Mr. Brown responded to questions from the Council regarding the continuation, expansion, and future goals of the program. This item is for informational purposes only, no official action required.
- B. Motion and second by Council Members Jarriel and Chandler to approve a Grant Agreement [No. A3067] for funding [\$50,000.00] with the Florida Department of Environmental Protection for the Centennial Park [ADA Kayak Launch and Landscaping] project [as presented in **Exhibit 3**]. **Motion Carried Unanimously.**
- C. Motion and second by Council Members Clark and Jarriel to [approve a] piggyback [Agreement from] Okeechobee County School Board's Agreement with CRA Architects, Inc. for outside renovation of City Hall and the Public Safety Building [as presented in **Exhibit 4**]. A motion to amend the motion on the floor, to add that the agreement cost is not to exceed \$10,000.00 was made by Council Member Clark and seconded by Council Member Chandler. **Motion To Amend Carried Unanimously. Motion As Amended Carried Unanimously.**
- D. Motion and second by Council Members Clark and Chandler to approve, and authorize the Administrator to execute, a Letter of Understanding of the current Agreement with CAS Governmental Services, LLC in the amount of \$18,000.00 for the term of October 1, 2022, to September 30, 2023 [as presented in **Exhibit 5**]. **Motion Carried Unanimously.**

VIII. ADDED ITEM: MAYOR WATFORD OPENED THE EMERGENCY PUBLIC HEARING AT 6:34 P.M.

- A. Motion and second by Council Members Chandler and Clark to read by title only, proposed Emergency Ordinance No. 1268, designating the Police Chief as the City's Emergency Management Official and authorizing other emergency measures due to the potential impacts of Hurricane Ian [as presented in **Exhibit 6**]. **Motion Carried Unanimously.**

City Attorney Fumero read into the record the title of proposed Ordinance No. 1268 as follows: **"AN EMERGENCY ORDINANCE ENACTED BY THE CITY COUNCIL OF THE CITY OF OKEECHOBEE, FLORIDA, DESIGNATING THE CHIEF OF POLICE AS THE EMERGENCY MANAGEMENT OFFICIAL FOR THE CITY OF OKEECHOBEE; PROVIDING FOR THE CHIEF OF POLICE TO DECLARE A 72-HOUR STATE OF EMERGENCY WITHIN THE CITY OF OKEECHOBEE DUE TO THE PREDICTED PATH OF HURRICANE IAN; PROVIDING FOR ACCEPTING THE RECOMMENDATION BY THE CHIEF OF POLICE TO EXTEND THE 72-HOUR DECLARATION; PROVIDING FOR DECLARATION TO CONTINUE FOR AN INDEFINITE PERIOD OF TIME AS DEEMED APPROPRIATE BY THE CHIEF OF POLICE; PROVIDING FOR AUTOMATIC EMERGENCY MEASURES; PROVIDING FOR DISCRETIONARY EMERGENCY MEASURES; PROVIDING FOR FILING DECLARATIONS AND MEASURES IN THE OFFICE OF THE CITY CLERK AND PUBLICATION TO NEWS MEDIA; PROVIDING FOR VIOLATIONS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE."**

Motion and second by Council Members Keefe and Jarriel to adopt proposed Ordinance No. 1268. There were no public comments. **Motion Carried Unanimously.**

MAYOR WATFORD CLOSED THE EMERGENCY PUBLIC HEARING AT 6:39 P.M.

IX. CITY ATTORNEY UPDATE

- CRA Architects, Inc. piggyback Agreement;
- Reviewing Statutes regarding security camera recordings in relation to public records requirements;
- Continuing to work a Memorandum of Understanding with Okeechobee Main Street regarding landscaping endcaps along South Park Street;
- Drafting Bid for Public Works Landscape Maintenance;
- Researching ordinances related to short term rentals and what the City allows/disallows for these.

X. CITY ADMINISTRATOR UPDATE

- A discussion regarding the Code Enforcement fine reductions process will be on the next agenda;
- Rezoning and Small-Scale Future Land Use Map Amendments for two City properties in progress;
- Meeting with developers who are interested in developing the 16 acres in the Northeast section.

XI. COUNCIL COMMENTS

Council Member Chandler commented on his recent travels out of state.

Council Member Jarriel stated he has spoken to several citizens who conveyed their appreciation to the Council for lowering the Millage Rate to the roll-back rate.

Council Member Keefe:

- Requested a preliminary, but real, discussion regarding a Fire Assessment on the next agenda;
- Advised Chief Hagan to be prepared to answer questions at the next meeting about the use of code citations written by law enforcement officers.

Council Member Clark:

- Provided an update from the Tourism Development Council on upcoming events: the Bass Masters Elite Series is returning after five years in February; the Music Festival will be in March;
- The County is adding a splash pad to the Sports Complex and a pump track at the Kiwanis Park;
- Inquired about the sale of agricultural exemption property that is not being used for agriculture by the new owners. Administrator Ritter responded that the information was provided to the Property Appraiser's Office, there were justifications to all except one.

XI. ADJOURNMENT

There being no further items, Mayor Watford adjourned the meeting at 6:55 P.M.

Submitted By:

Lane Gamiotea, CMC, City Clerk

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



CITY OF OKEECHOBEE, FLORIDA
OCTOBER 4, 2022, REGULAR CITY COUNCIL MEETING
DRAFT MEETING MINUTES

I. CALL TO ORDER

Mayor Watford called the regular meeting of the City Council for the City of Okeechobee to order on October 4, 2022, at 6:00 P.M. in the City Council Chambers, located at 55 Southeast 3rd Avenue, Room 200, Okeechobee, Florida. The invocation was offered by Pastor Chad Keathley of Okeechobee Church of God; followed by the Pledge of Allegiance led by Council Member Chandler.

II. ATTENDANCE

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

III. AGENDA AND PUBLIC COMMENTS

- A. New Business, Item IV.F, Exhibit 4, Interlocal Agreement with the Board of County Commissioners for the removal of storm debris; and Item IV. G, Exhibit 5, William Saum Settlement Agreement, were added.
- B. Motion and second by Council Members Keefe and Jarriel to approve the agenda as amended. **Motion Carried Unanimously.**
- C. There were no comment cards submitted for public participation for issues not on the agenda.

IV. NEW BUSINESS

- A. Motion and second by Council Members Jarriel and Clark to read by title only, proposed Ordinance No. 1264, regarding Rezoning Petition No. 22-006-R, submitted by the City as the property owner to rezone Lots 6 and 7 of Block 5, ROYAL OAK ADDITION, located at Southwest (SW) 3rd Avenue and 23rd Street from Public Use (PUB) to Residential Single Family-One (RSF-1) [as presented in **Exhibit 1**]. **Motion Carried Unanimously.**

City Attorney John Fumero read into the record the title of proposed Ordinance No. 1264 as follows: **"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 PUB TO RSF-1, PETITION NO. 22-006-R; AMENDING THE ZONING MAP ACCORDINGLY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE."**

Motion and second by Council Members Keefe and Jarriel to approve the first reading of proposed Ordinance No. 1264 and set November 1, 2022, as the final hearing date. **Motion Carried Unanimously.**

- B. Motion and second by Council Members Chandler and Jarriel to read by title only, proposed Ordinance No. 1265, regarding Rezoning Petition No. 22-007-R, submitted by the City, as the property owner, to rezone Lots 9 through 12 of Block 8, SOUTH OKEECHOBEE, located at 1003 SW 3rd Avenue from RSF-1 to PUB [as presented in **Exhibit 2**]. **Motion Carried Unanimously.**

Attorney Fumero read into the record the title of proposed Ordinance No. 1265 as follows: **"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 RSF-1 TO PUB, PETITION NO. 22-007-R; AMENDING THE ZONING MAP ACCORDINGLY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE."**

Motion and second by Council Members Keefe and Clark to approve the first reading of proposed Ordinance No. 1265 and set November 1, 2022, as the final hearing date. **Motion Carried Unanimously.**

- C. Mr. John Creasman, Okeechobee Utility Authority (OUA) Board Chairperson, presented an update of projects through an eleven-slide power point presentation. The first was their SW 5th Avenue Project to expand wastewater collection in this area for customers within the City Limits. They considered three options, vacuum sewer, gravity sewer, and low-pressure sewer (LPS).

IV. NEW BUSINESS CONTINUED

- C. Continued. All have their pros and cons which led to considering a blended/staggered option where the OUA could consider immediately moving forward with design, permitting, and construction of a LPS system to serve the residential area (from SW 5th to 7th Avenue's), and then consider future expansion of the gravity sewer for the commercial corridor (SW 3rd to South Parrott Avenue) in the future. He then reviewed the Southwest Service Area (SWSA) Project 1, the master force main and pump station are currently under construction, the SWSA SE 2 Interconnect is in design and permitting. Both the SWSA Project 2 Collection System and Project 3 Okee-Tanie/State Road 78 are in the design and permitting stage. The Treasure Island Project is being reviewed for engineering, this is a large project that the OUA has received funding for and will eliminate over 2,500 septic tanks. The Pine Ridge Park Project is under construction. Mr. Creasman along with Mr. John Hayford, OUA Executive Director responded to Council questions. There was concern expressed in regards to using the LPS system for the SW 5th Avenue Project. Mr. Creasman acknowledged those concerns and advise he would convey them to the OUA Board and request to look at all options. A copy of the power point has been incorporated into the official minute file. This item was for informational purposes, no official action required.
- D. A discussion was held regarding the current protocol for Code Enforcement reduction of fines. Council Member Jarriel expressed his concern that the Code Enforcement Magistrate recently approved a fine reduction of 75 percent on a \$10,000.00 fine. In order to provide historic practices on fine reduction, Chief Hagan distributed two spreadsheets, which have been incorporated into the official minute file.

One spreadsheet provided in table format, nine cases that went before the City Council requesting fine reductions between January 2020 through April 2021. Of those nine, one was approved for a reduction of 50 percent, one for 70 percent, one for 75 percent, two for 80 percent, and four for 90 percent, none were repeat violators. The Council, by ordinance in April 2021, gave the authorization to the Special Magistrate to approve all future fine reduction requests. The second spreadsheet provided in table format, nine cases that went before the Special Magistrate requesting fine reductions between May 2021 through September 2022. Seven were approved for a reduction of 75 percent, one was approved for 90 percent due to special circumstances, and one noted as a repeat violator was approved for 50 percent.

City Attorney Greg Hyden was in attendance and reviewed Florida Statutes Chapter 162 which addresses Code Enforcement and gave an overview of the process required when approving fine reductions. It was also noted that the intent of issuing fines is to gain compliance and never to be looked at as a source of revenue. The discussion continued with Code Enforcement Officers Anthony Smith and Christina Curl, Chief Hagan, Attorneys Fumero and Hyden responding to questions from the Council. The outcome was for Staff to re-develop their current matrix used when making their recommendation for fine reduction requests to the Special Magistrate, to include the length of time it takes for the property to come into compliance and efforts made by the property owner. It was not noted whether this would need to come back before the Council.

- E. Motion and second by Council Members Clark and Keefe to approve a Police Fleet purchase of four 2023 Dodge Chargers in the amount of \$145,748.00 from Garber Fleet Sales [via the Florida Sheriff's Association bid as presented in **Exhibit 3**]. A motion to amend the motion on the floor, to purchase five 2023 Dodge Chargers, was made by Council Member Clark and seconded by Council Member Jarriel. **Motion to Amend Carried Unanimously. Motion as Amended Carried Unanimously.**
- F. Added Item. Motion and second by Council Members Keefe and Clark to approve an Interlocal Agreement with Okeechobee County for storm debris removal and monitoring [as presented in **Exhibit 4**]. **Motion Carried Unanimously.**
- G. Added Item. Motion and second by Council Members Keefe and Jarriel to approve a Worker's Compensation Settlement with William Saum [as presented in **Exhibit 5**]. **Motion Carried Unanimously.**

V. CITY ATTORNEY UPDATE

- Completed Settlement Agreement with William Saum; and
- Interlocal Agreement with the County of Okeechobee for storm debris removal.

VI. CITY ADMINISTRATOR UPDATE

- Worked closely with County Emergency Management during Hurricane Ian;
- Thanked Staff for their dedication and work both before and after Hurricane Ian;
- Will be reviewing and updating the Emergency Management Procedures which was last done in 1994.

VII. COUNCIL COMMENTS

Council Member Chandler inquired about tree trimming along minor electrical feeder lines. Administrator Ritter responded he will contact our Florida Power and Light Representative regarding this.

Council Member Jarriel inquired if there were plans to advertise the City Charter prior to the General Election. Administrator Ritter responded yes.

VIII. ADJOURNMENT

There being no further items, Mayor Watford adjourned the meeting at 7:52 P.M.

Submitted By:

Lane Gamiotea, CMC, City Clerk

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

DRAFT



Okeechobee, FL

Check Report

By Check Number

Date Range: 09/01/2022 - 09/30/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: CapVeh Fund-Capital Vehicle Fund Truist Checking						
W&W	W&W Lumber Company of Okeechobee	09/15/2022	Regular	0.00	4.28	1932

Bank Code CapVeh Fund Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	4.28
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	4.28

Check Report

Date Range: 09/01/2022 - 09/30/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: GenFund-General Fund Checking-Truist Checking						
City Of Okeechobee P	City Of Okeechobee Payroll Account	09/08/2022	EFT	0.00	101,183.38	112
1644	PRM - Health Insurance	09/08/2022	EFT	0.00	55,763.13	113
1770	PRM - Life, LTD & STD	09/08/2022	EFT	0.00	3,873.26	114
1645	PRM - Vision & Dental	09/08/2022	EFT	0.00	2,076.71	115
	Void	09/07/2022	Regular	0.00	0.00	45031
City of Okeechobee-	City of Okeechobee - General Fund	09/07/2022	Regular	0.00	-101,183.38	45032
City of Okeechobee-	City of Okeechobee - General Fund	09/07/2022	Regular	0.00	101,183.38	45032
AcePest	ACE Pest Control, Inc.	09/08/2022	Regular	0.00	90.00	45033
AdvanceAuto	Advance Auto Parts	09/08/2022	Regular	0.00	208.06	45034
America's Office Sou	America's Office Source	09/08/2022	Regular	0.00	521.27	45035
BOA- 9928 fka 2303 P	Bank of America - 9928 fka 2303 PW	09/08/2022	Regular	0.00	539.62	45036
City Electric Suppl	City Electric Supply Co.	09/08/2022	Regular	0.00	137.00	45037
Comcast	Comcast	09/08/2022	Regular	0.00	59.50	45038
Day Dreams Uniforms,	Day Dreams Uniforms, Inc.	09/08/2022	Regular	0.00	73.50	45039
Double Nickel Speedo	Double Nickel Speedometer Testing	09/08/2022	Regular	0.00	325.00	45040
Elections Commission	Elections Commission Trust Fund	09/08/2022	Regular	0.00	654.00	45041
Everglades Farm Equi	Everglades Farm Equip. Co., Inc.	09/08/2022	Regular	0.00	3,195.36	45042
CIT Technology Finan	First-Citizens Bank & Trust Co	09/08/2022	Regular	0.00	546.99	45043
Fitness Factory	Fitness Factory	09/08/2022	Regular	0.00	240.00	45044
Florida Coast	Florida Coast Equipment	09/08/2022	Regular	0.00	304.84	45045
GALLS, LLC	GALLS, LLC	09/08/2022	Regular	0.00	260.15	45046
Glades Air Condition	Glades Air Conditioning	09/08/2022	Regular	0.00	98.00	45047
ICS	ICS Computers Inc.	09/08/2022	Regular	0.00	3,299.95	45048
90	IMS	09/08/2022	Regular	0.00	279.78	45049
1981	JMC Landscaping Services, Inc.	09/08/2022	Regular	0.00	588.60	45050
962	Newmans Power Systems, Inc.	09/08/2022	Regular	0.00	779.21	45051
2057	Okeechobee Army Surplus	09/08/2022	Regular	0.00	91.90	45052
BOCC	Okeechobee County - BOCC	09/08/2022	Regular	0.00	150.00	45053
143	Okeechobee Discount Drug	09/08/2022	Regular	0.00	249.95	45054
2043	O'Reilly Auto Parts	09/08/2022	Regular	0.00	5.03	45055
1155	Safety Products Inc.	09/08/2022	Regular	0.00	47.70	45056
2110	Security 101	09/08/2022	Regular	0.00	603.75	45057
1474	St. Lucie Battery & Tire	09/08/2022	Regular	0.00	75.15	45058
1908	Supplyline	09/08/2022	Regular	0.00	138.50	45059
1906	Thread Works Embroidery, LLC	09/08/2022	Regular	0.00	218.00	45060
1460	Tire Zone of Okeechobee, Inc.	09/08/2022	Regular	0.00	55.88	45061
1861	TransUnion Risk & Alternative Data	09/08/2022	Regular	0.00	75.00	45062
TCMA	Treasure Coast Medical Associates	09/08/2022	Regular	0.00	280.00	45063
1544	UniFirst Corp	09/08/2022	Regular	0.00	432.15	45064
W&W	W&W Lumber Company of Okeechobee	09/08/2022	Regular	0.00	145.11	45065
WEX	WEX Bank	09/08/2022	Regular	0.00	6,702.51	45066
AAActionpower	AAAction Power Equipment LLC	09/15/2022	Regular	0.00	1,619.98	45067
AdvanceAuto	Advance Auto Parts	09/15/2022	Regular	0.00	9.72	45068
American Drilling Se	American Drilling Services, Inc.	09/15/2022	Regular	0.00	21.00	45069
America's Office Sou	America's Office Source	09/15/2022	Regular	0.00	584.00	45070
Apex Pest Control, I	Apex Pest Control, Inc.	09/15/2022	Regular	0.00	60.00	45071
CAS Governmental Ser	CAS Governmental Services, LLC	09/15/2022	Regular	0.00	500.00	45072
Custom Lifts Inc.	Custom Lifts Inc.	09/15/2022	Regular	0.00	300.00	45073
Diamond R Fertilizer	Diamond R Fertilizer Co., Inc.	09/15/2022	Regular	0.00	199.01	45074
East Coast Signs & S	East Coast Signs & Shirts	09/15/2022	Regular	0.00	264.00	45075
Federal Eastern Inte	Federal Eastern International, Inc.	09/15/2022	Regular	0.00	58.78	45076
CIT Technology Finan	First-Citizens Bank & Trust Co	09/15/2022	Regular	0.00	227.58	45077
FPU	Florida Public Utilities	09/15/2022	Regular	0.00	94.21	45078
2253	MacVicar Consulting, Inc.	09/15/2022	Regular	0.00	250.00	45079
Morris-Depew Associa	Morris-Depew Associates, Inc.	09/15/2022	Regular	0.00	5,300.00	45080
2057	Okeechobee Army Surplus	09/15/2022	Regular	0.00	291.65	45081
141	Okeechobee Auxiliary Police, Inc.	09/15/2022	Regular	0.00	600.00	45082
222	Okeechobee News c/o Independent Newspaper	09/15/2022	Regular	0.00	1,348.36	45083
2191	Porter Lee Corporation	09/15/2022	Regular	0.00	875.00	45084
554	Scott's Quality Cleaning	09/15/2022	Regular	0.00	782.53	45085

Check Report

Date Range: 09/01/2022 - 09/30/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2110	Security 101	09/15/2022	Regular	0.00	16.25	45086
1482	Sirchie Finger Print Laboratories	09/15/2022	Regular	0.00	104.81	45087
1474	St. Lucie Battery & Tire	09/15/2022	Regular	0.00	1,378.82	45088
1908	Supplyline	09/15/2022	Regular	0.00	66.50	45089
1813	Thompson Reuters	09/15/2022	Regular	0.00	102.46	45090
1460	Tire Zone of Okeechobee, Inc.	09/15/2022	Regular	0.00	24.68	45091
1516	Total Roadside Services, Inc.	09/15/2022	Regular	0.00	75.00	45092
TCMA	Treasure Coast Medical Associates	09/15/2022	Regular	0.00	2,452.00	45093
1934	Verizon Wireless	09/15/2022	Regular	0.00	72.14	45094
1934	Verizon Wireless	09/15/2022	Regular	0.00	462.66	45095
W&W	W&W Lumber Company of Okeechobee	09/15/2022	Regular	0.00	47.90	45096
AdvanceAuto	Advance Auto Parts	09/22/2022	Regular	0.00	17.89	45097
Apple Machine and Su	Apple Machine and Supply Co.	09/22/2022	Regular	0.00	354.35	45098
1988	Ardex	09/22/2022	Regular	0.00	20.15	45099
C&C Industrial Enter	C&C Industrial Enterprise. LLC	09/22/2022	Regular	0.00	55.33	45100
Carl Berlin	Carl Berlin	09/22/2022	Regular	0.00	35.00	45101
CMC	CMC	09/22/2022	Regular	0.00	275.00	45102
Dawn Hoover	Dawn Hoover	09/22/2022	Regular	0.00	50.00	45103
Day Dreams Uniforms,	Day Dreams Uniforms, Inc.	09/22/2022	Regular	0.00	88.78	45104
Douglas McCoy	Douglas McCoy	09/22/2022	Regular	0.00	35.00	45105
CIT Technology Finan	First-Citizens Bank & Trust Co	09/22/2022	Regular	0.00	85.44	45106
Global Mapping, Inc.	Global Mapping, Inc.	09/22/2022	Regular	0.00	2,500.00	45107
1892	Highland Pest Control	09/22/2022	Regular	0.00	55.00	45108
1491	Home Depot Credit Services	09/22/2022	Regular	0.00	99.86	45109
ICS	ICS Computers Inc.	09/22/2022	Regular	0.00	32.85	45110
702	Indian River State College	09/22/2022	Regular	0.00	4,240.63	45111
1532	Karyne Brass	09/22/2022	Regular	0.00	35.00	45112
1895	Mac L. Jonassaint	09/22/2022	Regular	0.00	35.00	45113
2006	NexAir, LLC	09/22/2022	Regular	0.00	116.79	45114
2057	Okeechobee Army Surplus	09/22/2022	Regular	0.00	45.95	45115
OUA	Okeechobee Utility Authority	09/22/2022	Regular	0.00	1,095.76	45116
2043	O'Reilly Auto Parts	09/22/2022	Regular	0.00	51.45	45117
1564	Philip Baughman	09/22/2022	Regular	0.00	35.00	45118
2165	Richard Chartier	09/22/2022	Regular	0.00	35.00	45119
554	Scott's Quality Cleaning	09/22/2022	Regular	0.00	125.00	45120
2183	Select Shred	09/22/2022	Regular	0.00	30.00	45121
1482	Sirchie Finger Print Laboratories	09/22/2022	Regular	0.00	29.31	45122
1688	Sprint	09/22/2022	Regular	0.00	77.24	45123
1550	Taylor Rental - Okeechobee	09/22/2022	Regular	0.00	171.85	45124
1460	Tire Zone of Okeechobee, Inc.	09/22/2022	Regular	0.00	360.00	45125
W&W	W&W Lumber Company of Okeechobee	09/22/2022	Regular	0.00	175.50	45126
538	Waste Management Inc. of Florida	09/22/2022	Regular	0.00	32,891.04	45127
AFLAC	American Family Life Assurance Co.	09/30/2022	Regular	0.00	399.32	45128
BOA- 2709 fka 0257 a	Bank of America - 2709 fka 0257 Admin	09/30/2022	Regular	0.00	2,807.82	45129
	Void	09/30/2022	Regular	0.00	0.00	45130
BOA- 9616	Bank of America - 9616 PD#2	09/30/2022	Regular	0.00	2,337.32	45131
BOA- 9852 fka 8540	Bank of America - 9852 fka 8540	09/30/2022	Regular	0.00	1,747.02	45132
BOA- 3373 fka 2149 P	Bank of America 3373 fka 2149 PD#1	09/30/2022	Regular	0.00	1,728.94	45133
CenturyLink-Local	CenturyLink	09/30/2022	Regular	0.00	2,118.23	45134
City of Okeechobee -	City of Okeechobee - CH Coffee Fund - Ca	09/30/2022	Regular	0.00	146.00	45135
883	City of Okeechobee - PD Coffee Fund - Ca	09/30/2022	Regular	0.00	1,364.00	45136
Comcast	Comcast	09/30/2022	Regular	0.00	191.30	45137
CIT Technology Finan	First-Citizens Bank & Trust Co	09/30/2022	Regular	0.00	172.13	45138
FPL	Florida Power & Light Company	09/30/2022	Regular	0.00	4,014.85	45139
1343	India Riedel	09/30/2022	Regular	0.00	101.90	45140
1866	JC Newell Const. Inspect. Services, Inc.	09/30/2022	Regular	0.00	5,200.00	45141
1071	LegalShield	09/30/2022	Regular	0.00	14.95	45142
117	Liberty National Life Ins. Co.	09/30/2022	Regular	0.00	179.28	45143
1574	Salem Trust Company	09/30/2022	Regular	0.00	21,778.09	45144
554	Scott's Quality Cleaning	09/30/2022	Regular	0.00	1,721.66	45145
2110	Security 101	09/30/2022	Regular	0.00	371.00	45146

Check Report

Date Range: 09/01/2022 - 09/30/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2118	SHI International	09/30/2022	Regular	0.00	18,042.30	45147
1908	Supplyline	09/30/2022	Regular	0.00	162.98	45148
1460	Tire Zone of Okeechobee, Inc.	09/30/2022	Regular	0.00	26.74	45149
TCMA	Treasure Coast Medical Associates	09/30/2022	Regular	0.00	45.00	45150
1939	United Way	09/30/2022	Regular	0.00	36.00	45151
810	Vantage Transfer Agents - 457	09/30/2022	Regular	0.00	529.38	45152
810	Vantage Transfer Agents - 457	09/30/2022	Regular	0.00	2,480.00	45153
W&W	W&W Lumber Company of Okeechobee	09/30/2022	Regular	0.00	70.01	45154
743	Walmart/Capital One	09/30/2022	Regular	0.00	207.83	45155

Bank Code GenFund Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	160	123	0.00	252,093.10
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	-101,183.38
Bank Drafts	0	0	0.00	0.00
EFT's	6	4	0.00	162,896.48
	166	130	0.00	313,806.20

Check Report

Date Range: 09/01/2022 - 09/30/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Grant Fund 305-Industrial Development Fund						
CraigSmith	Craig A Smith	09/15/2022	Regular	0.00	550.05	1380
CraigSmith	Craig A Smith	09/30/2022	Regular	0.00	6,115.80	1381

Bank Code Grant Fund 305 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	3	2	0.00	6,665.85
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	3	2	0.00	6,665.85

Check Report

Date Range: 09/01/2022 - 09/30/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: PubFac Fund-Public Facility Fund-Truist Checking						
Culpepper & Terpenin	Culpepper & Terpening, Inc.	09/08/2022	Regular	0.00	4,952.00	3539
FERGUSON WATERWOR	FERGUSON WATERWORKS	09/08/2022	Regular	0.00	13,507.20	3540
1981	JMC Landscaping Services, Inc.	09/08/2022	Regular	0.00	3,849.58	3541
B & B Site Developme	B & B Site Development	09/15/2022	Regular	0.00	1,435.00	3542
1670	Sherwin-Williams Co.	09/15/2022	Regular	0.00	203.80	3543
FPL	Florida Power & Light Company	09/22/2022	Regular	0.00	5,321.70	3544
1491	Home Depot Credit Services	09/22/2022	Regular	0.00	251.67	3545
2094	USA Services of Florida, Inc.	09/22/2022	Regular	0.00	2,266.00	3546

Bank Code PubFac Fund Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	8	8	0.00	31,786.95
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	8	8	0.00	31,786.95

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	172	134	0.00	290,550.18
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	-101,183.38
Bank Drafts	0	0	0.00	0.00
EFT's	6	4	0.00	162,896.48
	178	141	0.00	352,263.28

Fund Summary

Fund	Name	Period	Amount
001	GENERAL FUND	9/2022	313,806.20
301	PUBLIC FACILITY FUND	9/2022	31,786.95
304	CAPITAL PROJECTS FUND	9/2022	4.28
305	INDUSTRIAL DEVELOPMENT FUND	9/2022	6,665.85
			352,263.28

ORDINANCE NO. 1262

AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING THE CITY OF OKEECHOBEE COMPREHENSIVE PLAN, ORDINANCE NO. 635 AS AMENDED, BY REVISING THE FUTURE LAND USE MAP ON A CERTAIN TRACT OF LAND MORE PARTICULARLY DESCRIBED HEREIN FROM PUBLIC FACILITIES (PF) TO SINGLE-FAMILY RESIDENTIAL (SFR), APPLICATION NO. 22-006-SSA; PROVIDING FOR INCLUSION OF ORDINANCE AND REVISED FUTURE LAND USE MAP IN THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the City of Okeechobee, as the property owner, filed Application No. 22-006-SSA for a small-scale amendment to the Future Land Use Map of the City's Comprehensive Plan, and said application being reviewed by the City's Planning Board, acting as the Local Planning Agency, at a duly advertised Public Hearing held on September 15, 2022, which determined such request to be consistent with the Comprehensive Plan and consistent with the pattern of future land uses within the City; and

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

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

SECTION 1: SHORT TITLE.

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

SECTION 2: AUTHORITY.

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

SECTION 3: REVISIONS TO THE FUTURE LAND USE MAP.

The following described land consisting of approximately 0.33 acres is hereby re-designated for purposes of the Future Land Use Map of the City of Okeechobee Comprehensive Plan:

1. Application No. 22-006-SSA, from Public Facilities to Single Family Residential. The Legal Description of the Subject Property is as follows:

LOTS 6 AND 7 OF BLOCK 5, ROYAL OAK ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 8, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.

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

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

SECTION 5: CONFLICT.

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

SECTION 6: SEVERABILITY.

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

SECTION 7: EFFECTIVE DATE.

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

INTRODUCED AND ADOPTED at First Reading and Final Public Hearing on this **18th day of October 2022**, pursuant to F.S. 163.3187(2).

Dowling R. Watford Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

John J. Fumero, City Attorney



CITY OF OKEECHOBEE, FLORIDA
PLANNING BOARD
SEPTEMBER 15, 2022
SUMMARY OF BOARD ACTION

I. CALL TO ORDER

Chairperson Hoover called the regular meeting of the Planning Board for the City of Okeechobee to order on Thursday, September 15, 2022, at 6:42 P.M. in the City Council Chambers, located at 55 Southeast Third Avenue, Room 200, Okeechobee.

II. ATTENDANCE

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

III. AGENDA

- A. There were no items added, deferred, or withdrawn from the agenda.
- B. Motion by Member Chartier, seconded by Member Brass to approve the agenda as presented. **Motion Carried Unanimously.**
- C. There were no comment cards submitted for public participation for issues not on the agenda.

IV. MINUTES

- A. Motion by Vice Chairperson McCoy, seconded by Member Brass to dispense with the reading and approve the July 21, 2022, Regular Meeting minutes. **Motion Carried Unanimously.**

V. CHAIRPERSON HOOVER OPENED THE PUBLIC HEARING AT 6:44 P.M.

- A. Comprehensive Plan Small Scale Future Land Use Map (FLUM) Amendment Application No. 22-006-SSA, to reclassify from Public Facilities (PF) to Single Family Residential (SFR) on 0.33± acres located at the corner of Southwest (SW) 3rd Avenue and SW 23rd Street, Lots 6 and 7 of Block 5, ROYAL OAK ADDITION, Plat Book 1, Page 8, Okeechobee County.
 - 1. City Planning Consultant Ben Smith with Morris-Depew Associates, Inc. briefly reviewed the Planning Staff Report finding the requested SFR FLUM designation for the subject property reasonably compatible with adjacent uses, consistent with the urbanizing pattern of the area, and consistent with the City's Comprehensive Plan, therefore recommending approval. The Applicant has also submitted a concurrent Rezoning Application requesting to rezone the subject property from Public Use (PUB) to Residential Single Family-One (RSF-1).
 - 2. Board Member Jonassaint inquired as to why the City is wanting to sell. City Administrator Gary Ritter explained the City Council made the decision to sell the property and dedicate the monies from the sale to needed improvements for the Primitive Baptist Church property.
 - 3. No Public comments were offered. For the record there were 23 surrounding property owner notices mailed, advertisements and two signs were properly posted on the subject parcel, with no objections or comments received to date.
 - 4. No Ex-Parte disclosures were offered.
 - 5. Motion by Board Member Jonassaint, seconded by Board Member Chartier to recommend approval to the City Council for Comprehensive Plan Small Scale FLUM Amendment Application No. 22-006-SSA, as presented in [Exhibit 1, which includes the findings as required for granting Applications per Code Section 70-340; and the Planning Consultant's analysis of the findings and recommendation for approval.] **Motion Carried Unanimously.**

V. **PUBLIC HEARING ITEM A CONTINUED**

The recommendation will be forwarded to the City Council for consideration at a Public Hearing tentatively scheduled for October 18, 2022.

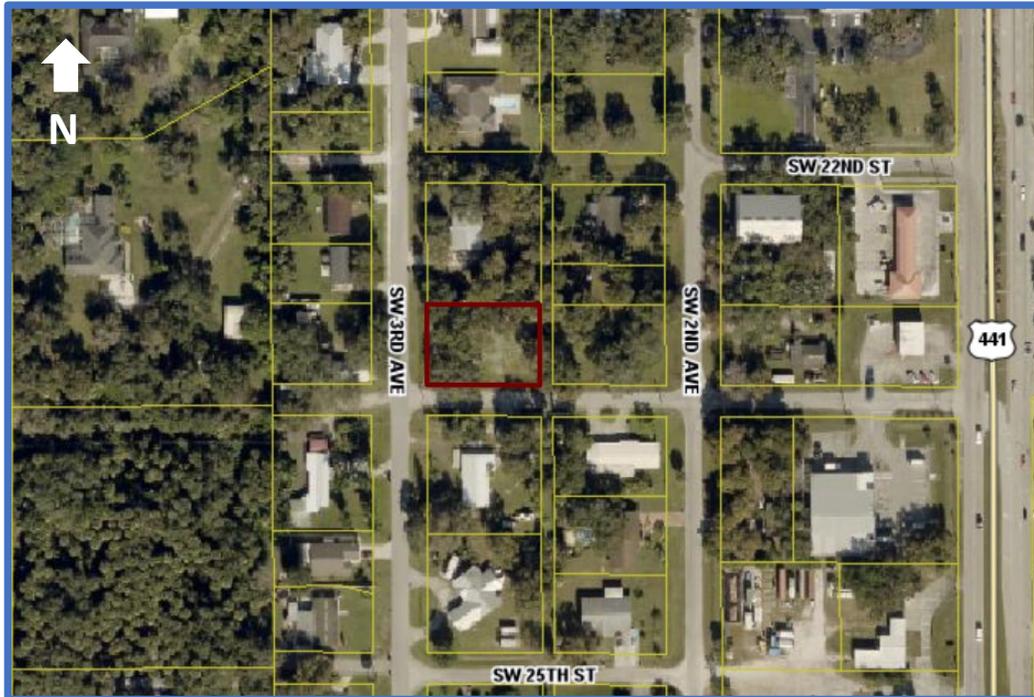
- B. Comprehensive Plan Small Scale FLUM Amendment Application No. 22-007-SSA, to reclassify from SFR to PF on 0.65± acres located at 1003 SW 3rd Avenue, Lots 9 through 12, Block 8, SOUTH OKEECHOBEE, Plat Books 1 and 5, Pages 12 and 7, Okeechobee County.
1. City Planning Consultant Smith briefly reviewed the Planning Staff Report finding the requested PF 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 has also submitted a concurrent Rezoning Application requesting to rezone the subject property from RSF-1 to PUB.
 2. There were no questions asked of staff.
 3. Mrs. Betty Silvas, 1001 SW 3rd Avenue, expressed concern with whether her property would be taken from her or if her property taxes would be affected with this change. City Administrator Ritter explained this request was not to take her property from her. For the record there were 31 surrounding property owner notices mailed, advertisements and one sign was properly posted on the subject parcel, with no objections or comments received to date.
 4. No Ex-Parte disclosures were offered. Vice Chairperson McCoy mentioned he and his wife Pat were married in 1997 at this church.
 5. Motion by Board Member Chartier, seconded by Board Member Jonassaint to recommend approval to the City Council for Comprehensive Plan Small Scale FLUM Amendment Application No. 22-007-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 October 18, 2022.

QUASI-JUDICIAL ITEMS

- C. Rezoning Petition No. 22-006-R, requests to rezone from PUB to RSF-1, on 0.33± acres, located at the corner of SW 3rd Avenue and SW 23rd Street, Lots 6 and 7 of Block 5, ROYAL OAK ADDITION, Plat Book 1, Page 8, Okeechobee County for the proposed use of listing the property for sale.
1. Notary Public Patty Burnette administered an oath to Mr. Ben Smith 2914 Cleveland Avenue, Fort Myers, Florida, who responded affirmatively.
 2. City Planning Consultant Smith briefly reviewed the Planning Staff Report finding the requested rezoning from PUB to RSF-1, 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 SFR be approved.
 3. There were no questions asked of staff.
 4. No public comments were offered. For the record there were 23 surrounding property owner notices mailed, advertisements and two signs were properly posted on the subject parcel, with no objections or comments received to date.
 5. No Ex-Parte disclosures were offered.
 6. Motion by Board Member Chartier, seconded by Board Member Jonassaint to recommend approval to the City Council for Rezoning Petition No. 22-006-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 October 4, 2022, and November 1, 2022.

22-006-SSA

Comprehensive Plan Amendment Staff Report



Applicant | City of Okeechobee

Address | Corner of SW 3rd Ave. & SW 23rd Street



Prepared for The City of Okeechobee

General Information

Owner: City of Okeechobee
Applicant: City of Okeechobee
Primary Contact: Gary Ritter, Patty Burnette
Site Address: Corner of SW 3rd Ave. & SW 23rd Street
Parcel Identification: 3-28-37-35-0060-00050-0060

Legal Description

ROYAL OAK ADDITION (PLAT BOOK 1 PAGE 8) LOTS 6 & 7 BLOCK 5.

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

	Existing	Proposed
Future Land Use	Public Facilities	Single-Family Residential
Zoning	Public Use	Residential Single Family-One
Use of Property	Vacant	Residential
Acreage	0.325	0.325

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

	Future Land Use	Zoning	Existing Use
North	Single Family Residential	RSF-1	Residential
East	Single Family Residential	RSF-1	Residential
South	Unincorporated Okeechobee County- Commercial Corridor Mixed Use	Unincorporated Okeechobee County- RSF	Residential
West	Single Family Residential	RSF-1	Residential

Description of Request and Existing Conditions

The request for consideration by the City of Okeechobee Planning Board is a city-initiated Amendment to the Future Land Use Map of the City's Comprehensive Plan to change the future land use designation of the subject 0.325-acre vacant parcel from Public Facilities to Single-Family Residential. The City is also submitting a concurrent Rezoning Application to rezone the subject property from Public Use to Residential Single Family-One (RSF-1). The property previously contained the City water tower and has since been used as a public works storage yard. As the site is no longer being utilized by the City and has been cleaned up, the City intends to list this property for sale and is undertaking these actions prior to listing. The property is located on the southern boundary of the City limit, with unincorporated

Okeechobee County to the south. Based on the size of the property, per Chapter 163.3187 F.S., this application qualifies as a Small-Scale Amendment (SSA) to the Comprehensive Plan.

Current Maximum Development Potential as Public Facilities

The property is currently designated Public Facilities on the City of Okeechobee Future Land Use Map. The Public Facilities FLU allows for permitted uses including parks, schools, government buildings, fire stations, other recreational and non-recreational public properties, and accessory uses customary to permissible uses; and a maximum impervious surface coverage of 85%. Residential uses are not permitted at any density. The corresponding Public Use Zoning District allows for a maximum of 50% building coverage and 45 feet maximum building height.

Maximum Development Potential as Residential Single-Family

No specific plans are proposed at this time. However, if this map change is approved, the property may be developed according to standards of the Comprehensive Plan and the Land Development Code pertaining to the Single-Family Residential FLU and to the corresponding residential zoning districts. The Single-Family Residential Future Land Use allows a maximum density of four dwelling units per acre for residential units on individual lots. Additionally, mobile home parks are allowed six units per acre and the maximum density for affordable housing is 5 units per acre. The subject property has a maximum development potential 1.3 single-family residential dwelling units, which realistically equates to one (1) single family residence.

Estimates of Demand

The realistic maximum development potential on the subject property is one (1) dwelling unit. The following calculations are based on the US Census Bureau 2020 average persons per household in the City of Okeechobee for the Single-Family Residential Future Land Use:

Potable Water: 114 gallons per person per day (gppd) x 2.84 persons per household (pph) = 323.76 gpd

Sanitary Sewer: 114 gallons per person per day (gppd) x 2.84 persons per household (pph) = 323.76 gpd

Service Availability

The Okeechobee Utility Authority has identified sufficient capacity to provide sanitary sewer and potable water to the subject water. The development potential of the property permits a maximum of 1 residential dwelling unit, which is not expected to impact the solid waste and public-school services that are available to the surrounding properties.

Environmental Impacts

The subject property is currently vacant and partially cleared of vegetation. The prior uses of the property make it highly unlikely that unique habitats, wetlands, incompatible soil types, and flood prone areas would be located on the subject property. Additionally, the improvements to the property and the

surrounding development pattern discourage the presence of any endangered species of wildlife and plants from populating the site.

Internal Consistency with the City of Okeechobee Comprehensive Plan

The Administratively Initiated Application for Comprehensive Plan Amendment requires that the Applicant demonstrate consistency with the City of Okeechobee Comprehensive Plan and provides a series of consistency questions that the Applicant, The City of Okeechobee, must respond to.

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

The development potential for the 0.325 acres is 1.3 single family dwelling units, which realistically equates to 1 single family residence, which will not have a substantial impact on the City of Okeechobee population projections. A concurrent application to rezone the subject property from Public Use (PUB) to Residential Single Family-One (RSF-1) is proposed, which will further limit potential for any higher density development.

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

Future Land Use Element Policy 2.2: In accordance with property rights policies adopted by the Central Florida Regional Planning Council in the Central Florida Regional Policy Plan, the City of Okeechobee recognizes and shall continue to protect private property rights. In implementing the Comprehensive Plan, the City shall continue to ensure that its land development regulations protect the use and value of private property from adverse impacts of incompatible land uses, activities and hazards. Planning for land use and public facilities in the City shall consider private property rights, and ensure citizen input into government land use decisions affecting property rights.

Future Land Use Element Policy 2.5: The City shall amend its Future Land Use Map, as necessary, to address inconsistent land use areas.

Future Land Use Element Objective 12 states that the City of Okeechobee shall encourage compatibility with adjacent uses, and curtailment of uses inconsistent with the character and land uses of surrounding areas shall discourage urban sprawl.

The subject property is adjacent to single-family residential dwelling units to the north, the south, the east, and to the west. The proposed Future Land Use map amendment will allow for development of the subject property consistent with the surrounding existing land uses. Allowing for residential development of the subject property, which is within an existing residential neighborhood, can also be considered infill development, which curtails sprawl, if only to a modest degree.

Housing Element Policy 1.1: New residential development shall continue to be permitted only where facilities and services such as roads, sanitary sewer, and potable water are available and adequate, or where such facilities and services are programmed to be provided during the planning period, based on a fair-share distribution of costs.

The subject property can be accessed from both Southwest 3rd Avenue and Southwest 23rd Street. The Okeechobee Utility Authority has identified that sanitary sewer and potable water is in place to serve the subject property. In addition, all emergency and municipal services are available and adequate to serve the subject property and the surrounding residentially neighborhood.

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

The adjacent unincorporated area to the south is designated Commercial Corridor Mixed Use on the County's Future Land Use Map. While description of this land use category indicates the area is intended for predominantly commercial land uses in the future, the category also allows for residential; and in fact, the zoning and existing land uses are single family residential. The proposed amendment is compatible with the surrounding area.

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

Consistent with FS. 163.3187(1)(c), the subject property is not located within an area of critical state concern.

Recommendation

The City of Okeechobee is proposing an administratively initiated map amendment to prepare the subject property, which is no longer being used for municipal purposes, to be listed for sale. The subject property is bounded on all sides by existing residential development. Though the current Public Facilities Future Land Use designation is not incompatible with the surrounding area, the proposed Single Family Residential designation is more consistent with the surrounding designations and pattern of land use.

Additionally, the market demand for residential remains high. Any potential buyer of the subject property will be enabled to proceed with development of a residential dwelling upon purchase, which should increase the attractiveness and value of the property to potential buyers. Conversely, the Public Facility land use may not be as attractive to as many buyers. If the City's goal is to sell this property, the proposed map amendment is advisable. Based on the foregoing analysis, staff recommends approval of the requested Future Land Use Map change from Public Facilities to Single Family Residential.

Submitted by:



Ben Smith, AICP

Director of Planning

September 7, 2022

Okeechobee Planning Board Hearing September 15, 2022

Supplemental Exhibits

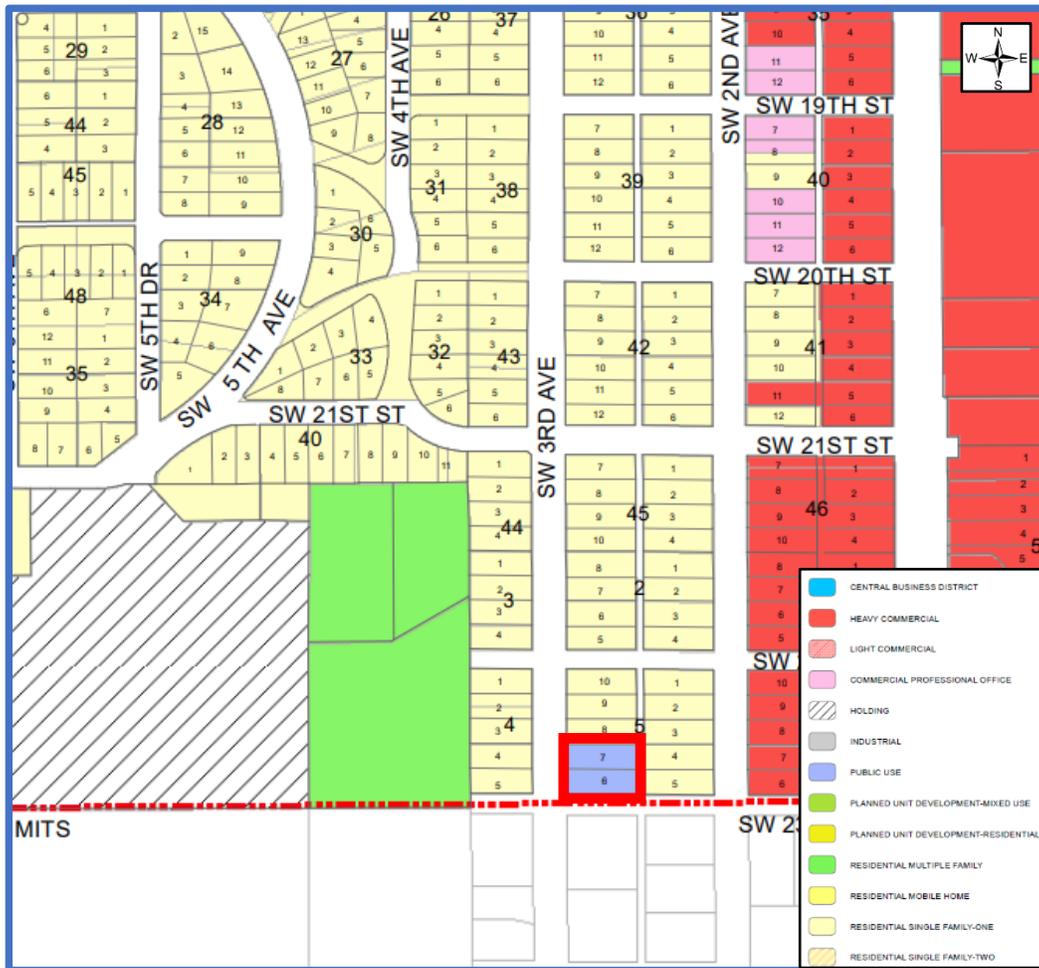


Exhibit A: Existing Zoning Map

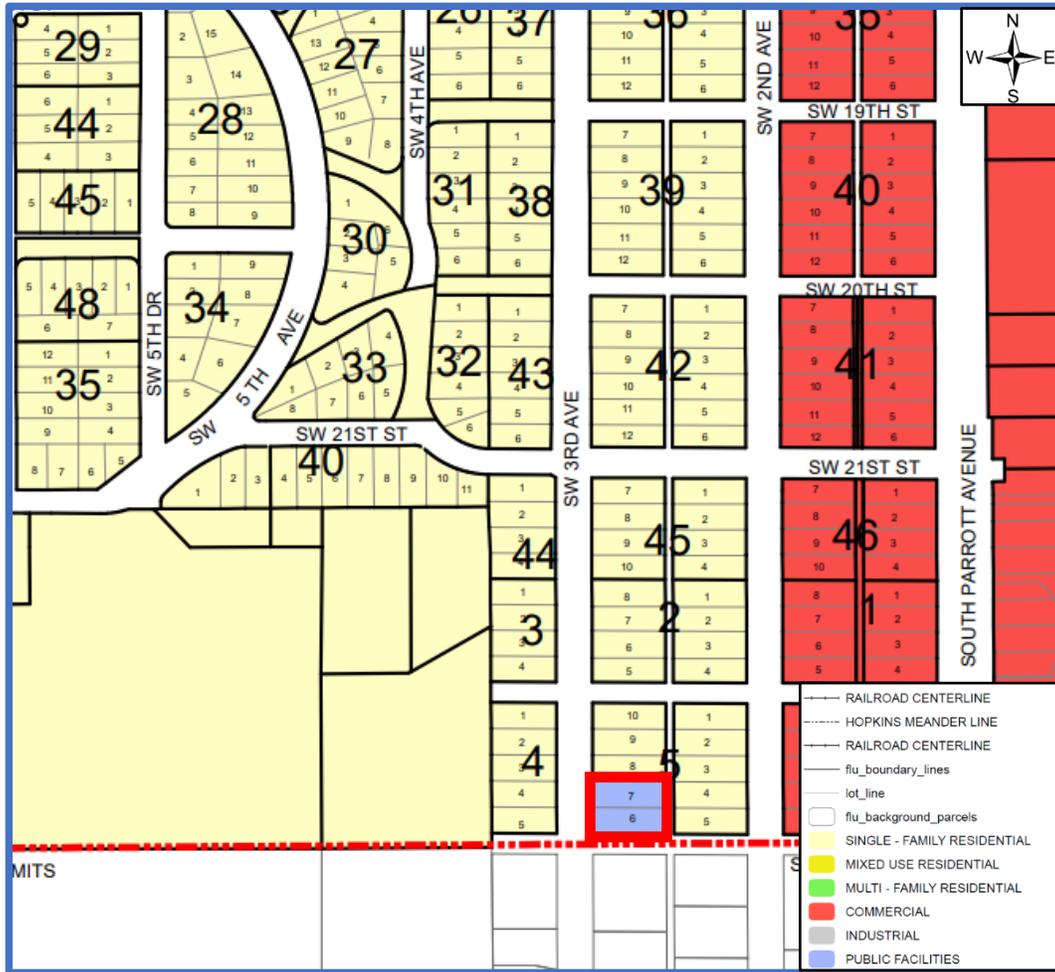


Exhibit B: Existing Future Land Use Map

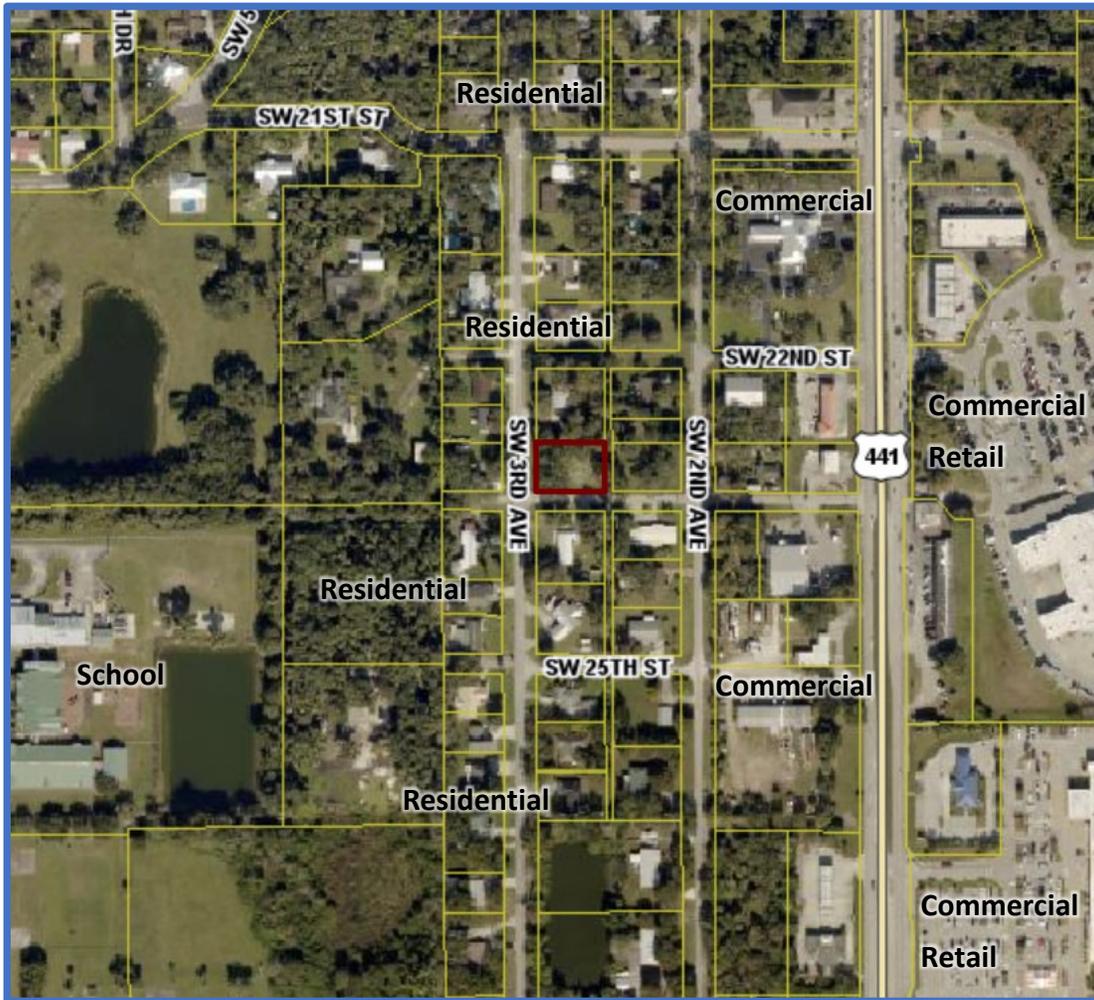


Exhibit C: Existing Land Uses

City of Okcechobee General Services Department 55 S.E. 3 rd Avenue, Room 101 Okcechobee, Florida 39974-2903 Phone: (863) 763-3372, ext. 9820 Fax: (863) 763-1686	Date: <u>7-29-22</u>	Petition No. <u>22-006-SSP</u>
	Fee Paid: <u>N/A</u>	Jurisdiction: <u>PB+CC</u>
	1 st Hearing: <u>9-15-22</u>	2 nd Hearing: <u>10-18-22</u>
	Publication Dates:	
	Notices Mailed: <u>8-31-22</u>	

APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT

TO BE COMPLETED BY CITY STAFF:

Verified FLUM Designation: PF

Verified Zoning Designation: PUB

Plan Amendment Type: Large Scale (LSA) involving over 100 acres or a Text Amendment

Small Scale (SSA) involving 100 acres or less (may include a Text Amendment that relates directly to, and is adopted simultaneously with, the Small Scale Map Amendment)

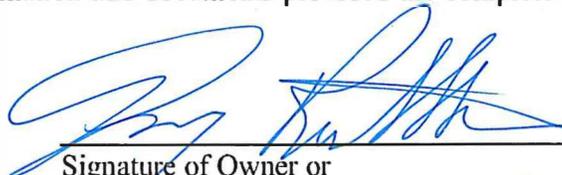
APPLICANT PLEASE NOTE:

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

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

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

8/4/2022
Date


Signature of Owner or Authorized Representative* City Administrator

*Attach Notarized Letter of Owner's Authorization

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

I. APPLICANT/AGENT/OWNER INFORMATION

City of Okeechobee

Applicant

55 SE 3rd Avenue

Address

Okeechobee

FL

34974

City

863-763-9820

State

Zip

Telephone Number

Fax Number

E-Mail

Gary Bitter - City Administrator

Agent*

Patty Burnette - General Services Coordinator

Same as above

Address

City

State

Zip

Telephone Number

Fax Number

E-Mail

gbitter@cityofokeechobee.com
pburnette@cityofokeechobee.com

City of Okeechobee

Owner(s) of Record

Same as above

Address

City

State

Zip

Telephone Number

Fax Number

E-Mail

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

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

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

A. TYPE: (Check appropriate type)

- Text Amendment Future Land Use Map (FLUM) Amendment

B. SUMMARY OF REQUEST (Brief explanation):

Changing parcel's zoning as property will be listed for sale.

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

A. PROPERTY LOCATION:

1. Site Address: corner of SW 3rd Avenue & 23rd Street

2. Property ID #(s): 3-28-37-35-0060-00050-0060

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

1. Total Area of Property: .325 acres
2. Total Area included in Request: .325 acres
- a. In each Future Land Use (FLU) Category: _____
- (1) _____
- (2) _____
- (3) _____
- (4) _____
- b. Total Uplands: _____
- c. Total Wetlands: _____

Applicaton for Comprehensive Plan Amendment

- 3. Current Zoning: PUB
- 4. Current FLU Category: PF
- 5. Existing Land Use: vacant
- 6. Requested FLU Category: SF Residential

D. MAXIMUM DEVELOPMENT POTENTIAL OF THE SUBJECT PROPERTY

Development Type	Existing FLU Category	Proposed FLU Category
Residential		
Density (DU/Acre)		
Number of Units		
Commercial (sq. ft.)		
Industrial (sq. ft.)		

IV. AMENDMENT SUPPORT DOCUMENTATION

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

A. GENERAL INFORMATION AND MAPS

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

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

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

Applicaton for Comprehensive Plan Amendment

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

B. PUBLIC FACILITIES IMPACTS

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

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

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

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

Applicaton for Comprehensive Plan Amendment

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

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

C. ENVIRONMENTAL IMPACTS

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

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

D. INTERNAL CONSISTENCY WITH THE CITY OF OKEECHOBEE COMPREHENSIVE PLAN

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

E. JUSTIFICATION OF PROPOSED AMENDMENT

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

V. FEE SCHEDULE

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

VI. AFFIDAVIT

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

Gary Ritter
Signature of Owner or Authorized Agent

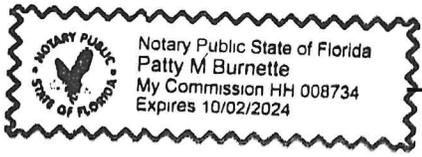
8/4/2022
Date

Gary Ritter - City Administrator
Typed or Printed Name

STATE OF FLORIDA

COUNTY OF Okeechobee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of August 4, 20 22, by Gary Ritter, who
(Name of Person)
is personally known to me or produced _____ as identification.



Patty M. Burnette
Notary Public Signature

THIS DEED, Made the 5th day of December A. D. 1925, by
H. H. DeYarman, and wife, Kathleen DeYarman
of the County of Okeechobee, State of Florida, hereinafter called the grantors, to
City of Okeechobee
of the County of Okeechobee, State of Florida, hereinafter called the grantee.

WITNESSETH, That the said grantor s., in consideration of
Two Thousand Five Hundred & No/100 Dollars,
the receipt whereof is hereby acknowledged, do give, grant, bargain, sell, alien, remise, release, enfeoff, convey and confirm unto
the said grantee, and its heirs and assigns in fee simple, the lands situate in Okeechobee
County, State of Florida, described as follows:

Lots Six and Seven (6 & 7) in Block Five (5) Royal Oak Addition
to Okeechobee, Florida, according to the plat on record in the
Office of the Clerk of the Circuit Court, Okeechobee County, Florida

(\$2.50 Revenue Stamps cancelled.)

TO HAVE AND TO HOLD the same together with the hereditaments and appurtenances, unto the said grantee, and
its heirs and assigns in fee simple.
AND the said grantor s., for themselves and their heirs and legal representatives, covenant
with said grantee, its heirs, legal representatives and assigns: That said grantor s. are indefeasibly
seized of said land in fee simple; that said grantor s. have full power and lawful right to convey said lands in fee simple,
as aforesaid; that it shall be lawful for said grantee, its heirs, legal representatives and assigns, at all times peaceably
and quietly to enter upon, hold, occupy and enjoy said land; that said land is free from all incumbrances; that said grantor s.,
their heirs and legal representatives, will make such further assurances to perfect the fee simple title to said land in said
grantee, its heirs, legal representatives and assigns, as may reasonably be required; and that said grantor s., do
herby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

WITNESS the hand s and seal s. of said grantor s., the day and year first above written.

Signed Sealed and Delivered in the Presence of

O. O. Davis } H. H. DeYarman (Seal.)
Ruth E. Owens } Mrs. Kathleen DeYarman (Seal.)

STATE OF FLORIDA, }
County of Okeechobee }

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and
take acknowledgments, H. H. DeYarman, and wife, Kathleen DeYarman

to me well known and known to me to be the individual s. described in and who executed the foregoing deed, and they
acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

AND I FURTHER CERTIFY, That the said Kathleen DeYarman
known to me to be the wife of the said H. H. DeYarman
on a separate and private examination taken and made by and before me, separately and apart from her said husband, did acknowl-
edge that she made herself a party to said deed for the purpose of renouncing, relinquishing and conveying all her right, title and
interest, whether of dower, homestead or of separate property, situtory or equitable, in and to the lands described therein, and that
she executed the said deed freely and voluntarily, and without any compulsion, constraint, apprehension or fear of or from her said
husband.

WITNESS my hand and official seal, at Okeechobee County of Okeechobee, and
State of Florida, this 5th day of December A. D. 19 25

(Notary seal)

Ruth E. Owens
My commission expires July 16, 1929.

STATE OF FLORIDA, }
County of Okeechobee }

On this 24 day of Dec. A. D. 19 25, at o'clock M., this
instrument was filed for record, and being duly acknowledged and proved, I have recorded the same on pages 255 of
Deed Book 10, in the public records of Okeechobee County.

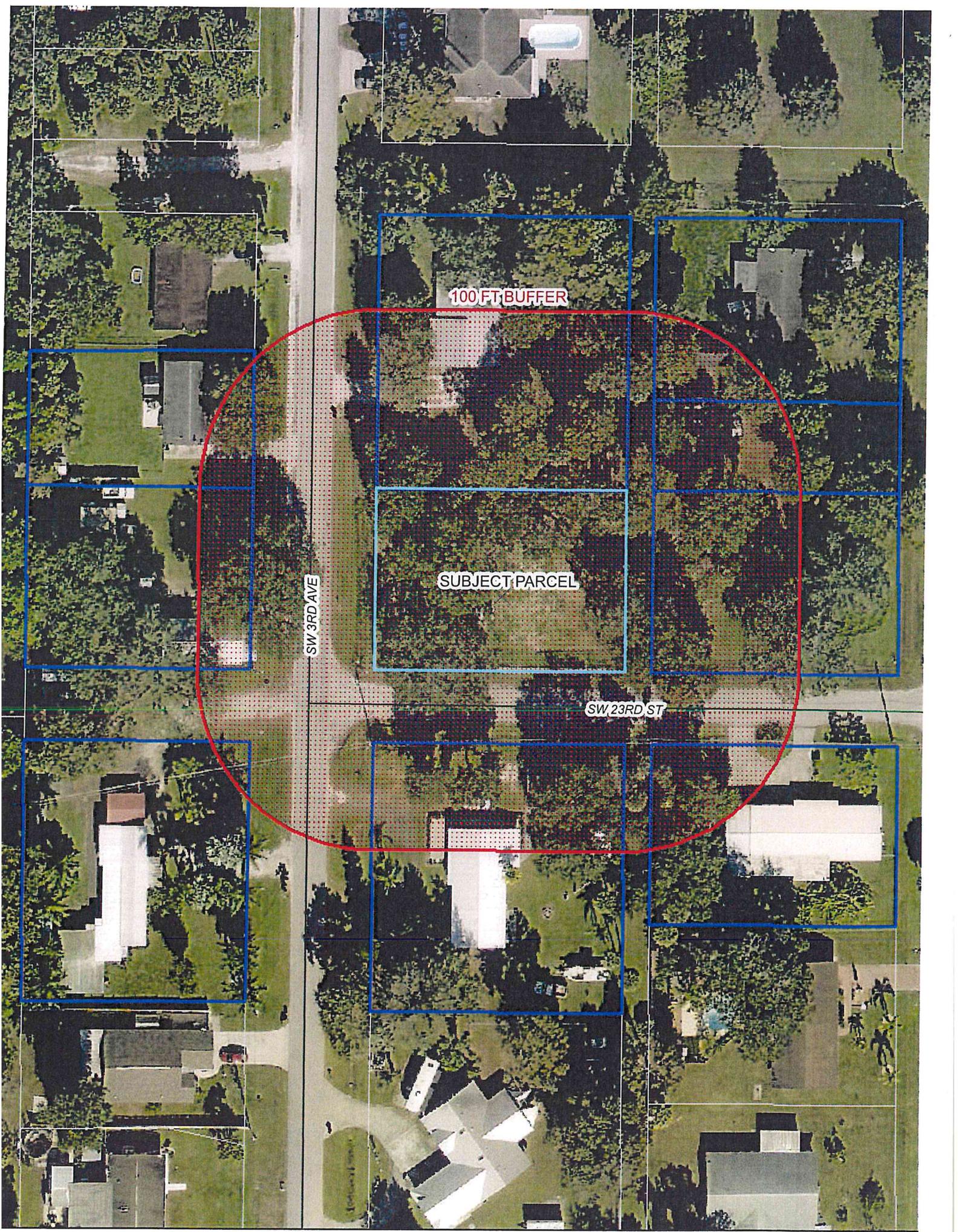
NOTARY PUBLIC

Clerk

22-006-SSA

AUF 6 1 2022

PARCEL NUMBER	OWNER	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP
1-28-37-35-0030-00010-0070	JUDY DIANNA L	2305 SW 2ND AVENUE		OKEECHOBEE	FL	34974-1381
1-28-37-35-0030-00020-0010	CHOQUETTE JAMES W	201 SW 23RD STREET		OKEECHOBEE	FL	34974
1-28-37-35-0030-00020-0030	FINNEY THOMAS A	2304 SW 2ND AVE		OKEECHOBEE	FL	34974-5860
1-28-37-35-0030-00020-0050	ROBERSON GEORGE	275 SW 25TH ST		OKEECHOBEE	FL	34974
1-28-37-35-0030-00020-0070	SZENTMARTONI JOSEPH	2301 SW 3RD AVE		OKEECHOBEE	FL	34974-5806
1-28-37-35-0030-00020-0100	SMITH LAWRENCE W II	2405 SW 3RD AVE		OKEECHOBEE	FL	34974
1-28-37-35-0030-00030-0010	ARRIAGA FERMIN	2302 SW 3RD AVE		OKEECHOBEE	FL	34974
1-28-37-35-0030-00030-0040	WOODHAM LISA ROBIN	2306 SW 3RD AVENUE		OKEECHOBEE	FL	34974
1-28-37-35-0030-00030-004A	ROWE KATHY ANN	2304 SW 3RD AVE		OKEECHOBEE	FL	34974-5805
1-28-37-35-0A00-00049-A000	WILLIAMS ROBERT W	424 SW 25TH LN		OKEECHOBEE	FL	34974-5818
2-28-37-35-0A00-00014-A000	DOWNING SEAN	405 SW 22ND STREET		OKEECHOBEE	FL	34974
3-28-37-35-0050-00460-0010	CENTERSTATE BANKS INC	ATTN: CORPORATE REAL ESTATE	PO BOX 1287	ORANGEBURG	SC	29116
3-28-37-35-0060-00020-0010	G-4 LAND & CATTLE COMPANY	12575 HWY 70 EAST		OKEECHOBEE	FL	34974
3-28-37-35-0060-00020-0030	G-4 LAND & CATTLE COMPANY	12575 HWY 70 EAST		OKEECHOBEE	FL	34972
3-28-37-35-0060-00020-0050	RADFORD WAYNE E JR	2115 SW 3RD AVENUE		OKEECHOBEE	FL	34974
3-28-37-35-0060-00020-0070	LEACH THOMAS S	2113 SW 3RD AVENUE		OKEECHOBEE	FL	34974
3-28-37-35-0060-00030-0010	LAMUNION THOMAS	2110 SW 3RD AVE		OKEECHOBEE	FL	34974-6155
3-28-37-35-0060-00030-0040	VALDES JAHAZIEL	3918 CHICKASHA RD		LANTANA	FL	33462-2208
3-28-37-35-0060-00040-0010	FLECHA SAMANTHA	2200 SW 3RD AVE		OKEECHOBEE	FL	34974-5803
3-28-37-35-0060-00040-0030	CAULEY LEANNE LAURA	2204 SW 3RD AVE		OKEECHOBEE	FL	34974-5803
3-28-37-35-0060-00040-0040	MOORE CLAYTON D	2212 SW 3RD AVE		OKEECHOBEE	FL	34974-5803
3-28-37-35-0060-00050-0010	DAVIS JAMES K	2205 SW 2ND AVENUE		OKEECHOBEE	FL	34974
3-28-37-35-0060-00050-0030	DAVIS JAMES K	2205 SW 2ND AVENUE		OKEECHOBEE	FL	34974
3-28-37-35-0060-00050-0040	DAVIS JAMES K	2205 SW 2ND AVENUE		OKEECHOBEE	FL	34974
3-28-37-35-0060-00050-0080	ENGLEHART JOHN P	2205 SW 3 AVE		OKEECHOBEE	FL	34974-5804
3-28-37-35-0060-00060-0060	DAVIS JAMES K	2205 SW 2ND AVENUE		OKEECHOBEE	FL	34974
3-28-37-35-0060-00060-0080	DAVIS JAMES K	2205 SW 2ND AVENUE		OKEECHOBEE	FL	34974



100 FT. BUFFER

SUBJECT PARCEL

SW 3RD AVE

SW 23RD 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 July 29, 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 4th day of August, 2022.

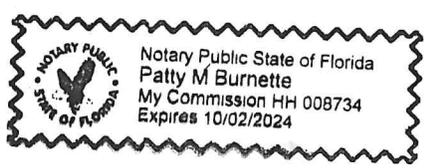
[Signature]
Signature of Applicant

8/4/2022
Date

Gary Ritter (City Administrator)
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 4th day of August, 2022, by Gary Ritter, who is personally known to me or produced _____ as identification.



Patty M. Burnette
Notary Public Signature

Okeechobee County Property Appraiser

Mickey L. Bandi, CFA

PUB/PF

2022 Preliminary Certified

updated: 7/28/2022

Parcel: << **3-28-37-35-0060-00050-0060 (35991)** >>

Aerial Viewer Pictometry Google Maps

Owner & Property Info

Owner	CITY OF OKEECHOBEE 55 SE 3RD AVENUE OKEECHOBEE, FL 34974-2903		
Site	SW 3RD AVE OKEECHOBEE		
Description*	ROYAL OAK ADDITION (PLAT BOOK 1 PAGE 8) LOTS 6 & 7 BLOCK 5		
Area	0.325 AC	S/T/R	28-37-35
Use Code**	MUNICIPAL IMP (8900)	Tax District	50

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

Property & Assessment Values

2021 Certified Values		2022 Preliminary Certified	
Mkt Land	\$18,130	Mkt Land	\$22,050
Ag Land	\$0	Ag Land	\$0
Building	\$0	Building	\$0
XFOB	\$6,345	XFOB	\$8,249
Just	\$24,475	Just	\$30,299
Class	\$0	Class	\$0
Appraised	\$24,475	Appraised	\$30,299
SOH/10% Cap [?]	\$2,404	SOH/10% Cap [?]	\$6,021
Assessed	\$24,475	Assessed	\$30,299
Exempt	04 \$22,071	Exempt	04 \$24,278
Total	county:\$0 city:\$0	Total	county:\$0 city:\$0
Taxable	other:\$0 school:\$0	Taxable	other:\$0 school:\$0

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



Sales History

Sale Date	Sale Price	Book/Page	Deed	V/I	Qualification (Codes)	RCode
NONE						

Building Characteristics

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

Extra Features & Out Buildings (Codes)

Code	Description	Year Blt	Value	Units	Dims	Condition (% Good)
FENC C	8'C/L 3BRB	1991	\$8,249	470.00	0 x 0	PD (75%)

Land Breakdown

Code	Description	Units	Adjustments	Eff Rate	Land Value
161C10	CITY LT (MKT)	100.000 FF (0.325 AC)	1.0000/.9800 1.0000/ /	\$221 /FF	\$22,050

Z - PUB
FLU - PF

Exhibit 10
6/7/2022



CITY OF OKEECHOBEE
55 SE THIRD AVENUE
OKEECHOBEE, FL 34974

Phone: (863)763-3372
www.cityofokeechobee.com
Office of the City Administrator
Direct Line: 863-763-9812

Okeechobee City Council
Mayor Dowling R. Watford, Jr.
Noel Chandler
Monica Clark
Bob Jarriel
Bobby Keeffe

Memorandum

Date: June 1, 2022
To: Mayor Watford and City Council Members
From: City Administrator Gary Ritter
RE: City Parcel

The City owned parcel on SW 3rd Avenue and SW 23rd Street was at one time where the City's water tower was located. Some time ago the water tower was removed, and the parcel became a storage yard for the public works department. The parcel is located in a residential neighborhood, so the public works department has moved all materials to the public works yard, removed the perimeter fence and cleaned up all remaining debris from the site. Staff is recommending that the Council consider converting the parcel into a public green space or selling it.

To put up for sale
5-0



Patty Burnette

From: Jamie Mullis <jmullis@ouafl.com>
Sent: Monday, August 1, 2022 9:35 AM
To: Gary Ritter
Cc: Robin Brock; Patty Burnette; John Hayford
Subject: Re: City Lot Questions

Good morning Gary,

Water & Sewer is available for both of these lots. Let me know if you have any questions.

Thanks,

Jamie Mullis
Operations Director
Okeechobee Utility Authority
100 SW 5th Avenue
Okeechobee , FL 34974-4221
Phone: 863-763-9460 EXT. 111
Fax: 863-763-9036
E-Mail: jmullis@ouafl.com

SB 80/Chapter 2006-232, Laws of Florida (Public Records Law Regarding E-Mail)

Under Florida law, e-mails and email addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Gary Ritter <gritter@cityofokeechobee.com>
Sent: Friday, July 29, 2022 4:42 PM
To: John Hayford <jhayford@ouafl.com>; Jamie Mullis <jmullis@ouafl.com>
Cc: Robin Brock <rbrock@cityofokeechobee.com>; Patty Burnette <pburnette@cityofokeechobee.com>
Subject: City Lot Questions

John,

Do these lots have water and sewer or just water?

ORDINANCE NO. 1263

AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING THE CITY OF OKEECHOBEE COMPREHENSIVE PLAN, ORDINANCE NO. 635 AS AMENDED, BY REVISING THE FUTURE LAND USE MAP ON A CERTAIN TRACT OF LAND MORE PARTICULARLY DESCRIBED HEREIN FROM SINGLE-FAMILY RESIDENTIAL (SFR) TO PUBLIC FACILITIES (PF), APPLICATION NO. 22-007-SSA; PROVIDING FOR INCLUSION OF ORDINANCE AND REVISED FUTURE LAND USE MAP IN THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the City of Okeechobee, as the property owner, filed Application No. 22-007-SSA for a small-scale amendment to the Future Land Use Map of the City's Comprehensive Plan, and said Application being reviewed by the City's Planning Board, acting as the Local Planning Agency, at a duly advertised Public Hearing held on September 15, 2022, which determined such request to be consistent with the Comprehensive Plan and consistent with the pattern of future land uses within the City; and

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

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

SECTION 1: SHORT TITLE.

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

SECTION 2: AUTHORITY.

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

SECTION 3: REVISIONS TO THE FUTURE LAND USE MAP.

The following described land consisting of approximately 0.65 acres is hereby re-designated for purposes of the Future Land Use Map of the City of Okeechobee Comprehensive Plan:

1. Application No. 22-007-SSA, from Single-Family Residential to Public Facilities. The Legal Description of the Subject Property is as follows:

LOTS 9 THROUGH 12 OF BLOCK 8, SOUTH OKEECHOBEE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 12 AND PLAT BOOK 5, PAGE 7, OF THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.

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

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

SECTION 5: CONFLICT.

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

SECTION 6: SEVERABILITY.

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

SECTION 7: EFFECTIVE DATE.

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

INTRODUCED AND ADOPTED at First Reading and Final Public Hearing on this 18th day of October 2022, pursuant to F.S. 163.3187(2).

Dowling R. Watford Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

John J. Fumero, City Attorney

V. **PUBLIC HEARING ITEM A CONTINUED**

The recommendation will be forwarded to the City Council for consideration at a Public Hearing tentatively scheduled for October 18, 2022.

- B. Comprehensive Plan Small Scale FLUM Amendment Application No. 22-007-SSA, to reclassify from SFR to PF on 0.65± acres located at 1003 SW 3rd Avenue, Lots 9 through 12, Block 8, SOUTH OKEECHOBEE, Plat Books 1 and 5, Pages 12 and 7, Okeechobee County.
1. City Planning Consultant Smith briefly reviewed the Planning Staff Report finding the requested PF 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 has also submitted a concurrent Rezoning Application requesting to rezone the subject property from RSF-1 to PUB.
 2. There were no questions asked of staff.
 3. Mrs. Betty Silvas, 1001 SW 3rd Avenue, expressed concern with whether her property would be taken from her or if her property taxes would be affected with this change. City Administrator Ritter explained this request was not to take her property from her. For the record there were 31 surrounding property owner notices mailed, advertisements and one sign was properly posted on the subject parcel, with no objections or comments received to date.
 4. No Ex-Parte disclosures were offered. Vice Chairperson McCoy mentioned he and his wife Pat were married in 1997 at this church.
 5. Motion by Board Member Chartier, seconded by Board Member Jonassaint to recommend approval to the City Council for Comprehensive Plan Small Scale FLUM Amendment Application No. 22-007-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 October 18, 2022.

QUASI-JUDICIAL ITEMS

- C. Rezoning Petition No. 22-006-R, requests to rezone from PUB to RSF-1, on 0.33± acres, located at the corner of SW 3rd Avenue and SW 23rd Street, Lots 6 and 7 of Block 5, ROYAL OAK ADDITION, Plat Book 1, Page 8, Okeechobee County for the proposed use of listing the property for sale.
1. Notary Public Patty Burnette administered an oath to Mr. Ben Smith 2914 Cleveland Avenue, Fort Myers, Florida, who responded affirmatively.
 2. City Planning Consultant Smith briefly reviewed the Planning Staff Report finding the requested rezoning from PUB to RSF-1, 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 SFR be approved.
 3. There were no questions asked of staff.
 4. No public comments were offered. For the record there were 23 surrounding property owner notices mailed, advertisements and two signs were properly posted on the subject parcel, with no objections or comments received to date.
 5. No Ex-Parte disclosures were offered.
 6. Motion by Board Member Chartier, seconded by Board Member Jonassaint to recommend approval to the City Council for Rezoning Petition No. 22-006-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 October 4, 2022, and November 1, 2022.

22-007-SSA

Comprehensive Plan Amendment Staff Report



Applicant | City of Okeechobee
Address | 1003 SW 3rd Avenue



Prepared for The City of Okeechobee

General Information

Owner: City of Okeechobee
Applicant: City of Okeechobee
Primary Contact: Gary Ritter, Patty Burnette
Site Address: 1003 SW 3rd Avenue
Parcel Identification: 3-21-37-35-0040-00080-0090

Legal Description

LOTS 9,10, 11, AND 12 OF Block 8, SOUTH OKEECHOBEE SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 12 AND PLAT BOOK 5, PAGE 7, OKEECHOBEE COUNTY PUBLIC RECORDS.

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

	Existing	Proposed
Future Land Use	Single-Family Residential	Public Facilities
Zoning	RSF-1	PUB
Use of Property	Church	Museum
Acreage	.651	.651

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

	Future Land Use	Zoning	Existing Use
North	Single-Family Residential	RSF-1	Residential
East	Single-Family Residential/ Commercial	RSF-1/ Commercial Professional Office	Residential
South	Single-Family Residential, Multi-Family Residential	RSF-1, RMF	Residential, Church
West	Single-Family Residential	RSF-1	Residential

Description of Request and Existing Conditions

The request for consideration by the City of Okeechobee Planning Board is an administratively initiated Amendment to the Future Land Use Map of the City's Comprehensive Plan to change the future land use designation of the subject parcel from Single-Family Residential to Public Facilities. Concurrent with the map amendment, a rezoning application has been submitted to rezone the subject property from

Residential Single Family-One (RSF-1) to Public Use (PUB). The 0.651-acre parcel is the site of the Okeechobee Primitive Baptist Church. The purpose of this request is to prepare the subject property to be used by the Okeechobee Historical Society as a museum. A Facility Use License agreement for this arrangement has already been executed between the City and the Historical Society. Based on the size of the property, per Chapter 163.3187 F.S., this application qualifies as a Small-Scale Amendment (SSA) to the Comprehensive Plan.

Current Maximum Development Potential as Residential Single-Family

The property is currently designated Single-Family Residential on the City of Okeechobee Future Land Use Map. The Single-Family Residential FLU allows a maximum density of four dwelling units per acre for residential units on individual lots. Additionally, mobile home parks are allowed six units per acre and the maximum density for affordable housing is 5 units per acre. The subject property has a maximum development potential of 2.6 single-family residential dwelling units. Theoretically, the property could be split to create two lots, each developed with a single-family residence.

Proposed Maximum Development Potential as Public Facilities

Other than use of the property as a museum, no specific plans for improvement have been identified at this time. However, if this map change is approved, the property may be developed according to standards of the Comprehensive Plan and the Land Development Code, specifically those that pertain to the Public Facilities district and public uses. The Public Facilities FLU allows for permitted uses including parks, schools, government buildings, fire stations, other recreational and non-recreational public properties, and accessory uses customary to permissible uses. The proposed FLU allows for a maximum impervious surface coverage of 85%, which is far greater than the 55% permitted in the Single Family Residential FLU. This increase in allowable impervious surface area will enable the city or the Historical Society greater flexibility to make any improvements to the site that are necessary, including a large parking lot.

Estimates of Demand

The following estimates relate to the existing building located on the subject property.

Potable Water: 0.15 GPD per SF x 3,275 SF = 491.25 GPD

Sanitary Sewer: 0.15 GPD per SF x 3,275 SF = 491.25 GPD

Service Availability

The Okeechobee Utility Authority has identified that sanitary sewer and potable water service is available to the subject property. The development potential of the property would permit for public uses only, which are not expected to impact the solid waste level of service. The subject property has been developed for many years and all emergency services will continue to serve the subject property.

Environmental Impacts

The subject property is largely cleared of vegetation and occupied by an existing structure, which was developed in 1923, making it highly unlikely that unique habitats, wetlands, incompatible soil types, and flood prone areas would be located on the site. Additionally, the improvements to the property and the surrounding development pattern discourage the presence of any endangered species of wildlife and plants from populating the site.

Internal Consistency with the City of Okeechobee Comprehensive Plan

The Administratively Initiated Application for Comprehensive Plan Amendment requires that the Applicant demonstrate consistency with the City of Okeechobee Comprehensive Plan and provides a series of consistency questions that the Applicant, The City of Okeechobee, must respond to.

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

The proposed Public Facilities Future Land Use does not allow for residential density. The slight reduction in area designated for residential uses will not significantly affect population projections.

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

Future Land Use Element Policy 2.2: In accordance with property rights policies adopted by the Central Florida Regional Planning Council in the Central Florida Regional Policy Plan, the City of Okeechobee recognizes and shall continue to protect private property rights. In implementing the Comprehensive Plan, the City shall continue to ensure that its land development regulations protect the use and value of private property from adverse impacts of incompatible land uses, activities and hazards. Planning for land use and public facilities in the City shall consider private property rights, and ensure citizen input into government land use decisions affecting property rights.

The subject property is developed with a church. The proposed use of the existing structure by the Historical Society as a museum will repurpose the former Okeechobee Primitive Baptist Church, which is not currently in use. The historic nature of the existing structure makes it highly unlikely that the subject property will ever be redeveloped, and the Public Facilities Future Land Use would allow for more flexibility in utilization of the property.

Future Land Use Element Policy 2.5: The City shall amend its Future Land Use Map, as necessary, to address inconsistent land use areas.

The subject property is within the Single-Family Residential Future Land Use, although it has never been developed with residential uses. Amending the Future Land Use of the subject property to Public Facilities is more consistent designation with the planned use of the property by the Historical Society.

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

The subject property is not located at or near the boundary between the City of Okeechobee and Unincorporated Okeechobee County.

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

Staff Response: Consistent with FS. 163.3187(1)(c), the subject property is not located within an area of critical state concern.

Justification and Recommendation

The Okeechobee Primitive Baptist Church is over 100 years old and has significant historic value. The City of Okeechobee Historical Society intends to use the site as a museum to educate the public about the history of the City of Okeechobee. The proposed Public Facilities Future Land Use is more consistent with this intended use and will allow the City and the Historical Society greater flexibility in maintaining and improving the site. Additionally, the unique historical value of the subject property makes it highly unlikely that a single-family residence would ever be proposed to replace the existing structure. Staff recommends approval of this amendment to change the Future Land Use designation from Residential Single Family-One to Public Facilities.

Submitted by:



Ben Smith, AICP

Director of Planning

September 7, 2022

Okeechobee Planning Board Hearing: September 15, 2022

City Council Public Hearing: (tentative) October 4, 2022

Supplemental Exhibits

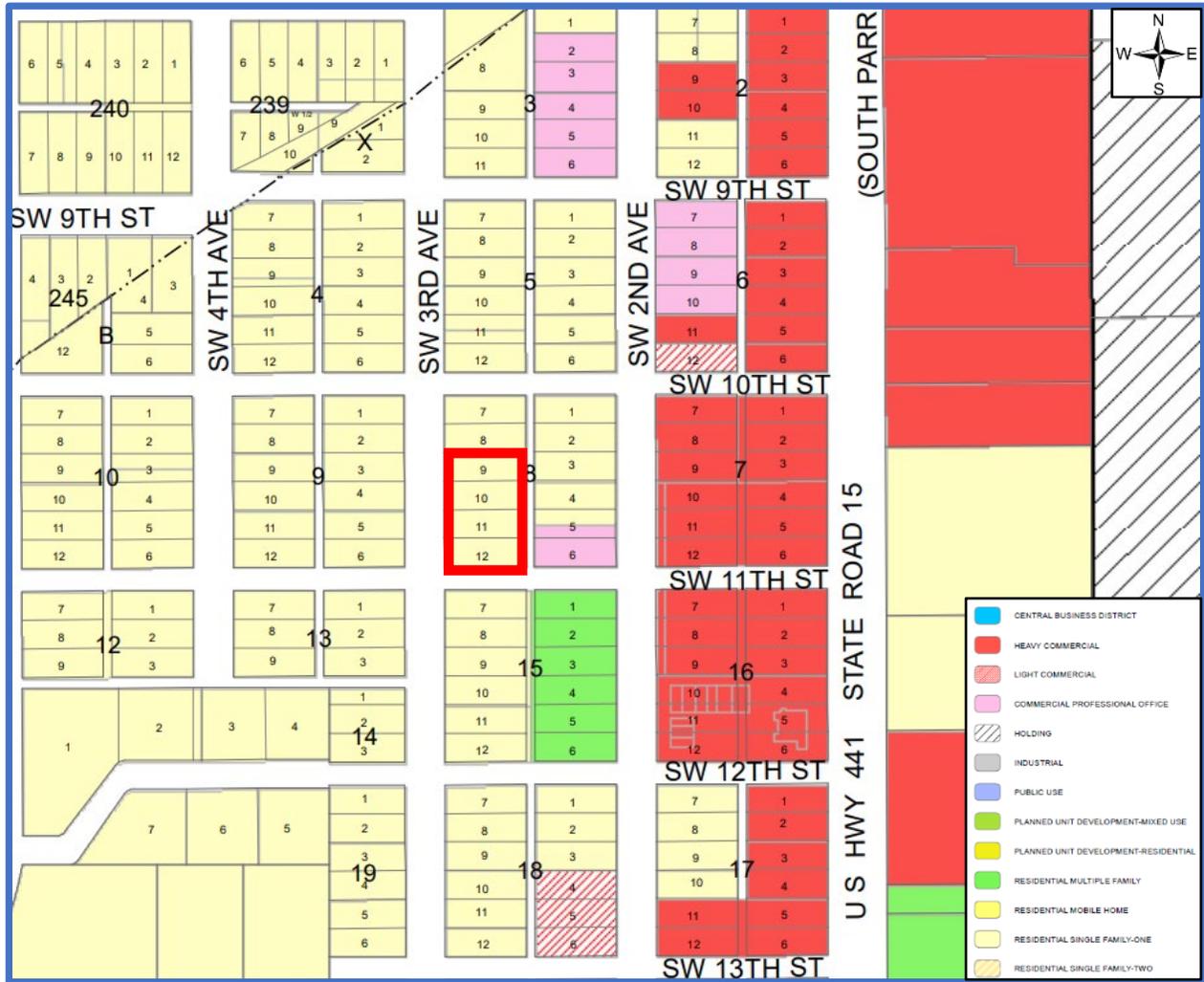


Exhibit A: Existing Zoning Map

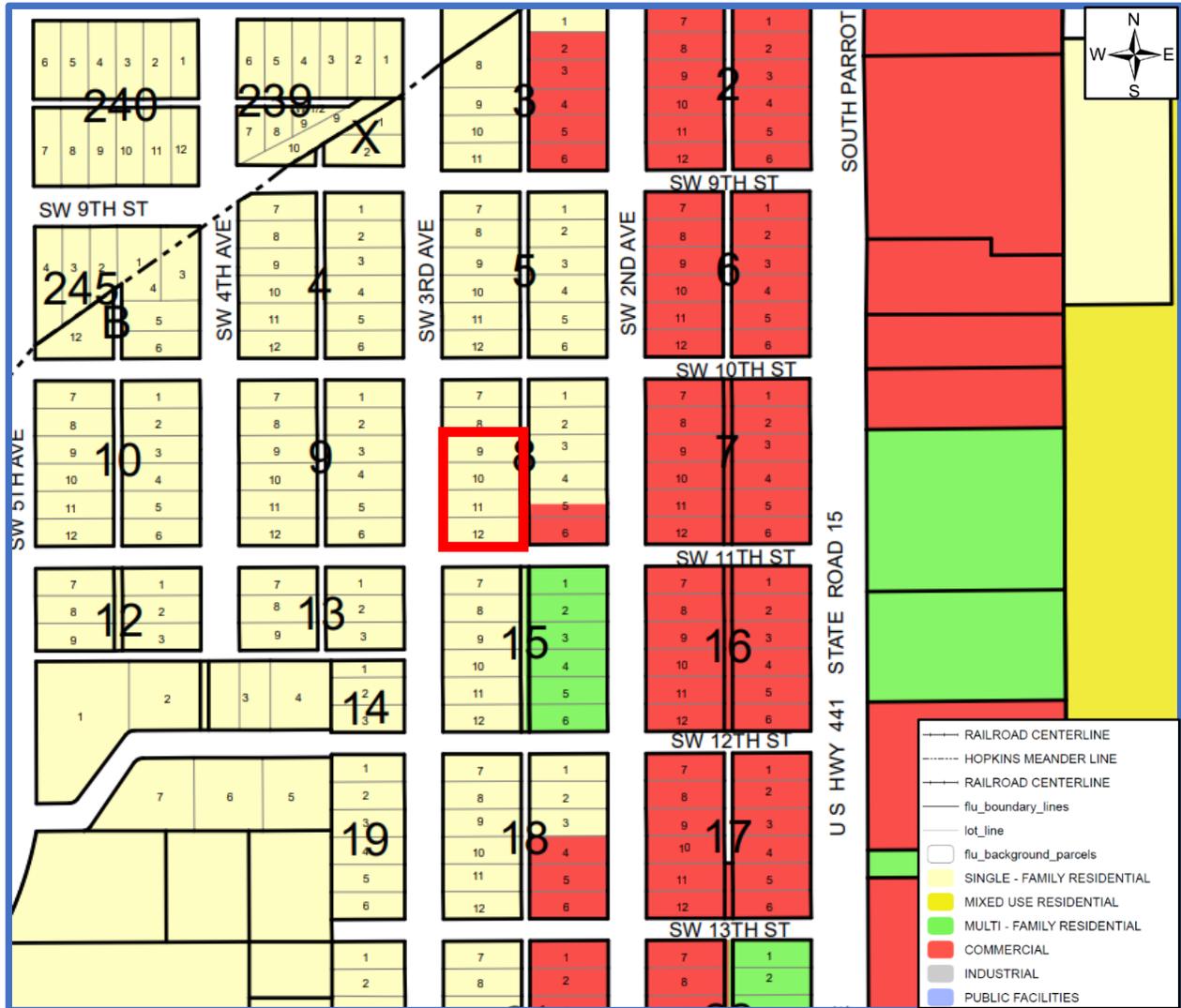


Exhibit B: Existing Future Land Use Map



Exhibit C: Existing Land Uses

City of Okeechobee General Services Department 55 S.E. 3 rd Avenue, Room 101 Okeechobee, Florida 39974-2903 Phone: (863) 763-3372, ext. 9820 Fax: (863) 763-1686	Date: <u>7-29-22</u>	Petition No. <u>22-007-SSA</u>
	Fee Paid: <u>N/A</u>	Jurisdiction: <u>IB+CC</u>
	1 st Hearing: <u>9-15-22</u>	2 nd Hearing: <u>10-18-22</u>
	Publication Dates:	
	Notices Mailed: <u>8-31-22</u>	

APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT

TO BE COMPLETED BY CITY STAFF:

Verified FLUM Designation: SF Residential

Verified Zoning Designation: RSF-1

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

APPLICANT PLEASE NOTE:

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

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

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

8/4/2022
Date

[Signature]
Signature of Owner or
Authorized Representative* *City Administrator*

*Attach Notarized Letter of Owner's Authorization

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

I. APPLICANT/AGENT/OWNER INFORMATION

City of Okeechobee

Applicant

55 SE 3rd Avenue

Address

Okeechobee

FL

34974

City

State

Zip

863-763-9020

Telephone Number

Fax Number

E-Mail

Gary Ritter (City Administrator)

Agent*

Patty Burnette (General Services Coordinator)

Address

SAME AS ABOVE

City

State

Zip

Telephone Number

Fax Number

gritter@cityofokeechobee.com

E-Mail

pburnette@cityofokeechobee.com

City of Okeechobee

Owner(s) of Record

SAME AS ABOVE

Address

City

State

Zip

Telephone Number

Fax Number

E-Mail

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

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

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

A. TYPE: (Check appropriate type)

- Text Amendment Future Land Use Map (FLUM) Amendment

B. SUMMARY OF REQUEST (Brief explanation):

Property was acquired by the City through a tax sale.

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

A. PROPERTY LOCATION:

1. Site Address: 1003 SW 3rd Avenue

2. Property ID #(s): 3-21-37-35-0040-00080-0090

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

1. Total Area of Property: .651 acres
2. Total Area included in Request: .651 acres
a. In each Future Land Use (FLU) Category: _____
(1) _____
(2) _____
(3) _____
(4) _____
b. Total Uplands: _____
c. Total Wetlands: _____

Applicaton for Comprehensive Plan Amendment

3. Current Zoning: RSF-1
4. Current FLU Category: SF Residential
5. Existing Land Use: Primitive Baptist Church to be utilized by the
6. Requested FLU Category: PF Okeechobee Historical Society

D. MAXIMUM DEVELOPMENT POTENTIAL OF THE SUBJECT PROPERTY

Development Type	Existing FLU Category	Proposed FLU Category
Residential		
Density (DU/Acre)		
Number of Units		
Commercial (sq. ft.)		
Industrial (sq. ft.)		

IV. AMENDMENT SUPPORT DOCUMENTATION

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

A. GENERAL INFORMATION AND MAPS

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

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

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

Applicaton for Comprehensive Plan Amendment

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

B. PUBLIC FACILITIES IMPACTS

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

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

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

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

Applicaton for Comprehensive Plan Amendment

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

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

C. ENVIRONMENTAL IMPACTS

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

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

D. INTERNAL CONSISTENCY WITH THE CITY OF OKEECHOBEE COMPREHENSIVE PLAN

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

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

E. JUSTIFICATION OF PROPOSED AMENDMENT

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

V. FEE SCHEDULE

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

VI. AFFIDAVIT

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

Gary Ritter
Signature of Owner or Authorized Agent

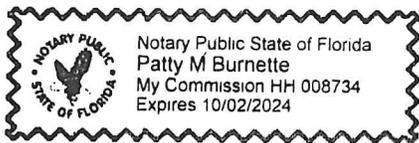
8/4/2022
Date

Gary Ritter - City Administrator
Typed or Printed Name

STATE OF FLORIDA

COUNTY OF Okeechobee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of August 4, 2022, by Gary Ritter, who
(Name of Person)
is personally known to me or produced _____ as identification.



Patty M. Burnette
Notary Public Signature



Tax Deed File Number: 2917-2019
 Parcel ID Number: 3-21-37-35-0040-00080-0090

TAX DEED

STATE OF FLORIDA
 COUNTY OF OKEECHOBEE

The following Tax Sale Certificate Numbered 2917-2019 issued on 1st day of June, 2019 was filed in the office of the Tax Collector of this County and application made for the issuance of a tax deed, the applicant having paid or redeemed all other taxes or tax sale certificates on the land described as required by law to be paid or redeemed, and the costs and expenses of this sale, and due notice of sale having been published as required by law, and no person entitled to do so having appeared to redeem said land; such land was sold on the 20th day of January, 2022, offered for sale as required by law for cash to the highest bidder and was sold to: CITY OF OKEECHOBEE whose address is 55 SE 3RD AVE, OKEECHOBEE, FL 34974, being the highest bidder and having paid the sum of his bid as required by the Laws of Florida.

Now, on this 20th day of January, 2022, in the County of Okeechobee, State of Florida, in consideration of the sum of \$89,100.00, Eighty-Nine Thousand One Hundred & No/100 Dollars, being the amount paid pursuant to the Laws of Florida does hereby sell the following lands, including any hereditaments, buildings, fixtures and improvements of any kind and description, situated in the County and State aforesaid and described as follows:

SOUTH OKEECHOBEE (PLAT BOOK 1 PAGE 12 & PLAT BOOK 5 PAGE 7) LOTS 9, 10, 11 & 12
 BLOCK 8

PARCEL #: 3-21-37-35-0040-00080-0090

JERALD D BRYANT
 Clerk of the Circuit Court & Comptroller

Witnesses:

Kayleigh Jones
 Kayleigh Jones
Frances Conner
 Frances Conner

By: Madalyn Pinon
 Madalyn Pinon, Deputy Clerk



STATE OF FLORIDA
 COUNTY OF OKEECHOBEE

On this 20th day of January, 2022, before me Frances Conner, personally appeared, Madalyn Pinon, a Deputy Clerk for the Clerk of the Circuit Court or County Comptroller in and for the State and this County known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be his own free act and deed for the use and purposes therein mentioned.

Witness my hand and office seal date aforesaid.

Frances Conner
 NOTARY PUBLIC



FRANCES CONNER
 Commission # HH 016556
 Expires July 1, 2024
 Bonded Thru Budget Notary Services

22.007-22A

PARCEL NUMBER	OWNER	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP
3-21-37-35-0040-00040-0010	STANLEY CHRISTOPHER	301 SW 9TH ST		OKEECHOBEE	FL	34972-4303
3-21-37-35-0040-00040-0040	WILSON BOBBIE LEE	910 SW 3RD AVE		OKEECHOBEE	FL	34974-5228
3-21-37-35-0040-00040-0110	WILSON BOBBIE LEE REVOC TRUST	910 SW 3RD AVE		OKEECHOBEE	FL	34974-5228
3-21-37-35-0040-00050-0030	PARKER RODNEY JUSTIN	908 SW 2ND AVE		OKEECHOBEE	FL	34974-5216
3-21-37-35-0040-00050-0050	BURTON JAMES W	PO BOX 683		OKEECHOBEE	FL	34973-0683
3-21-37-35-0040-00050-0060	BURTON JAMES W	PO BOX 683		OKEECHOBEE	FL	34973-0683
3-21-37-35-0040-00050-0090	MEARA DANIEL T	905 SW 3RD AVE		OKEECHOBEE	FL	34974
3-21-37-35-0040-00050-0100	MUNSON LAURA	PO BOX 625		OKEECHOBEE	FL	34973-0625
3-21-37-35-0040-00050-0120	SNOW ELBERT	915 SW 3RD AVE		OKEECHOBEE	FL	34974-5227
3-21-37-35-0040-00060-0110	SAUSHA LLC	120 SW 8TH STREET		MIAMI	FL	33130
3-21-37-35-0040-00060-0120	MITCHELL GIANINNA A	1105 SW 4TH ST		OKEECHOBEE	FL	34974
3-21-37-35-0040-00070-0040	1012 PARROTT LLC	2336 SE OCEAN BLVD #333		STUART	FL	34996-3310
3-21-37-35-0040-00070-0070	GARCIA NAHUM H	115 SW 10TH ST		OKEECHOBEE	FL	34974
3-21-37-35-0040-00070-0120	CITY OF OKEECHOBEE	55 SE 3RD AV		OKEECHOBEE	FL	34974-2903
3-21-37-35-0040-00080-0010	SILVAS JESUS	1000 SW 2ND AVE		OKEECHOBEE	FL	34974-5218
3-21-37-35-0040-00080-0040	MAYTA ROBERTO	1006 SW 2ND AVE		OKEECHOBEE	FL	34974-5218
3-21-37-35-0040-00080-0050	FRASER JAMES E III	1730 W LAS OLAS BLVD		FT LAUDERDALE	FL	33312
3-21-37-35-0040-00080-0070	SILVAS JESUS	1001 SW 3RD AVENUE		OKEECHOBEE	FL	34974
3-21-37-35-0040-00090-0030	EUBANKS PHYLLIS H	1004 SW 3RD AVE		OKEECHOBEE	FL	34974-5286
3-21-37-35-0040-00090-0050	MAYERS SARAH ANN	1016 SW 3RD AVE		OKEECHOBEE	FL	34974
3-21-37-35-0040-00090-0070	PLATT HENRY	307 SW 10TH ST		OKEECHOBEE	FL	34974-5244
3-21-37-35-0040-00090-0090	JULIEN JODY	1005 SW 4TH AVE		OKEECHOBEE	FL	34974-5213
3-21-37-35-0040-00090-0110	HARDY PAMELA SUE	1009 SW 4TH AVE		OKEECHOBEE	FL	34974
3-21-37-35-0040-00130-0020	BOCKORAS CALEB B	401 SW 14TH CT		OKEECHOBEE	FL	34974-5210
3-21-37-35-0040-00130-0070	CHAPMAN DONALD SCOTT	7610 NW 89TH CT		OKEECHOBEE	FL	34972
3-21-37-35-0040-00140-0010	CLOSE THOMAS L (LIFE ESTATE)	1116 SW 3RD AVE		OKEECHOBEE	FL	34974
3-21-37-35-0040-00150-0010	16330B63 TRUST	C/O R SIMOES, TRUSTEE	601 HERITAGE DR STE 440	JUPITER	FL	33458-2777
3-21-37-35-0040-00150-0070	BIG LAKE CHURCH OF CHRIST, INC	1115 SW 3RD AVENUE		OKEECHOBEE	FL	34974
3-21-37-35-0040-00150-0110	SAIN LINDA RAE	1117 SW 3RD AVE		OKEECHOBEE	FL	34974
3-21-37-35-0040-00160-0010	AZTECA 1100 INVESTMENT LLC	C/O JESUS & YOLANDA LUNA	8890 NE 12TH LN	OKEECHOBEE	FL	34974-8148
3-21-37-35-0040-00160-0070	OKEECHOBEE UTILITY AUTHORITY	100 SW 5TH AVENUE		OKEECHOBEE	FL	34974-4221
3-21-37-35-004A-00000-00C0	BRYAN FAMILY COMMERCIAL	6300 SE 128TH AVE		OKEECHOBEE	FL	34974
3-21-37-35-0070-00010-0030	BROWN SHEILA K	400 SW 12TH ST		OKEECHOBEE	FL	34974-5254

SW 10TH ST

100 FT BUFFER

SUBJECT PARCEL

SW 3RD AVE

SW 11TH ST

SW 12TH ST

SW 12TH 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 August 4, 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 4th day of

August, 2022.

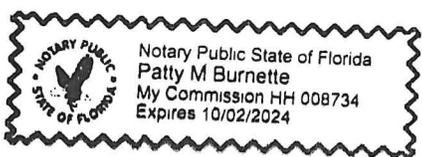
[Signature]
Signature of Applicant

8/4/2022
Date

Gary Bitter - City Administrator
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 4th day of August, 2022, by Gary Bitter, who is personally known to me or produced _____ as identification.



Patty M. Burnette
Notary Public Signature

Okeechobee County Property Appraiser

Mickey L. Bandi, CFA

RSFI/SF

2022 Preliminary Certified

updated: 7/28/2022

Parcel: << **3-21-37-35-0040-00080-0090 (34811)** >>

Aerial Viewer Pictometry Google Maps

Owner & Property Info

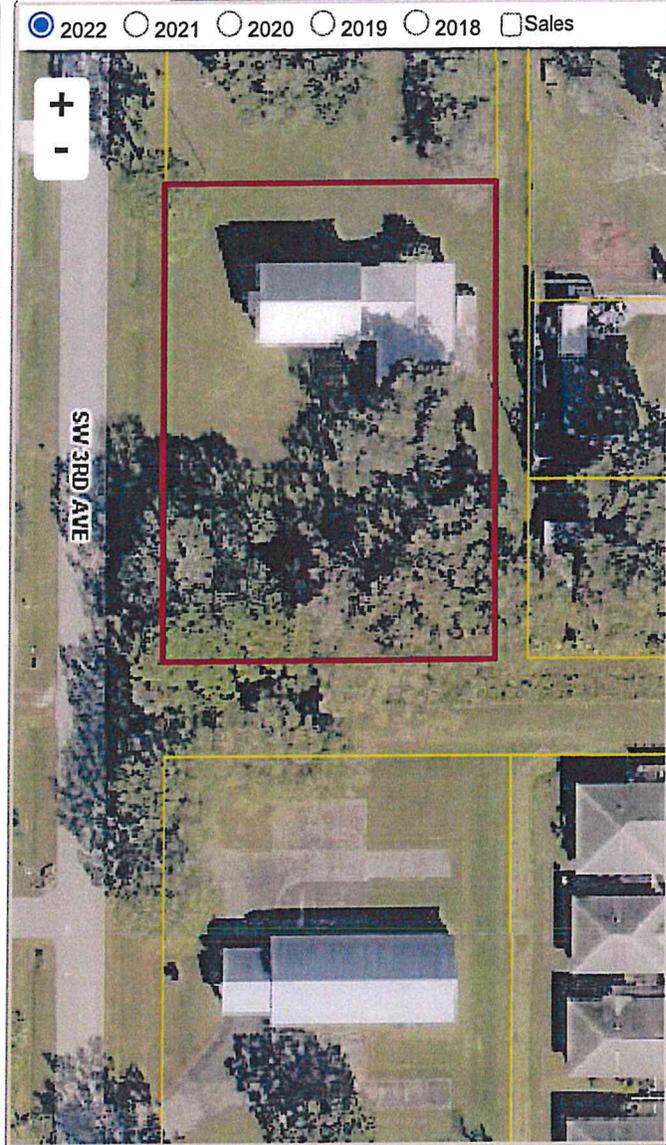
Owner	CITY OF OKEECHOBEE 55 SE 3RD AVE OKEECHOBEE, FL 34974-2903		
Site	1003 SW 3RD AVE OKEECHOBEE		
Description*	SOUTH OKEECHOBEE (PLAT BOOK 1 PAGE 12 & PLAT BOOK 5 PAGE 7) LOTS 9, 10, 11 & 12 BLOCK 8		
Area	0.651 AC	S/T/R	21-37-35
Use Code**	MUNICIPAL IMP (8900)	Tax District	50

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

Property & Assessment Values

2021 Certified Values		2022 Preliminary Certified	
Mkt Land	\$39,200	Mkt Land	\$48,020
Ag Land	\$0	Ag Land	\$0
Building	\$61,243	Building	\$74,087
XFOB	\$857	XFOB	\$1,144
Just	\$101,300	Just	\$123,251
Class	\$0	Class	\$0
Appraised	\$101,300	Appraised	\$123,251
SOH/10% Cap [?]	\$6,884	SOH/10% Cap [?]	\$0
Assessed	\$101,300	Assessed	\$123,251
Exempt	\$0	Exempt	04 \$123,251
Total Taxable	county:\$94,416 city:\$94,416 other:\$94,416 school:\$101,300	Total Taxable	county:\$0 city:\$0 other:\$0 school:\$0

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



2022 2021 2020 2019 2018 Sales

Sales History

Sale Date	Sale Price	Book/Page	Deed	V/I	Qualification (Codes)	RCode
1/20/2022	\$89,100	2022000895	TD	I	U	11
11/21/1934	\$0	0036/0575	N/A	I	U	

Building Characteristics

Bldg Sketch	Description*	Year Blt	Base SF	Actual SF	Bldg Value
Sketch	CHURCH (9100)	1925	3240	3275	\$74,087

*Bldg Desc determinations are used by the Property Appraisers office solely for the purpose of determining a property's Just Value for ad valorem tax purposes and should not be used for any other purpose.

Extra Features & Out Buildings (Codes)

Code	Description	Year Blt	Value	Units	Dims	Condition (% Good)
CONC B	COM SLB WLK	2008	\$718	425.00	0 x 0	PD (50%)
WAL3 A	4'CB R/WAL	2013	\$426	38.00	12 x 7	PD (50%)

Land Breakdown

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

Patty Burnette

From: Jamie Mullis <jmullis@ouafl.com>
Sent: Monday, August 1, 2022 9:35 AM
To: Gary Ritter
Cc: Robin Brock; Patty Burnette; John Hayford
Subject: Re: City Lot Questions

Good morning Gary,

Water & Sewer is available for both of these lots. Let me know if you have any questions.

Thanks,

Jamie Mullis
Operations Director
Okeechobee Utility Authority
100 SW 5th Avenue
Okeechobee , FL 34974-4221
Phone: 863-763-9460 EXT. 111
Fax: 863-763-9036
E-Mail: jmullis@ouafl.com

SB 80/Chapter 2006-232, Laws of Florida (Public Records Law Regarding E-Mail)

Under Florida law, e-mails and email addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Gary Ritter <gritter@cityofokeechobee.com>
Sent: Friday, July 29, 2022 4:42 PM
To: John Hayford <jhayford@ouafl.com>; Jamie Mullis <jmullis@ouafl.com>
Cc: Robin Brock <rbrock@cityofokeechobee.com>; Patty Burnette <pburnette@cityofokeechobee.com>
Subject: City Lot Questions

John,

Do these lots have water and sewer or just water?

CITY OF OKEECHOBEE FACILITY USE LICENSE AGREEMENT

(Primitive Baptist Church)

THIS FACILITY USE LICENSE AGREEMENT (hereinafter "this Agreement") is made and entered into this 6th day of June 2022, by and between **CITY OF OKEECHOBEE**, a political subdivision of the State of Florida (hereinafter "CITY") and **OKEECHOBEE HISTORICAL SOCIETY, INC.** a Florida non-profit corporation (hereinafter "LICENSEE").

WHEREAS, CITY is the owner of certain real property located in Okeechobee County, Florida, including the facility described in paragraph 2 of this Agreement; and

WHEREAS, LICENSEE is a non-profit corporation, and desires to use the City Facility described in paragraph 2 of this Agreement; and

WHEREAS, the CITY has determined that the City Facility described in paragraph 2 of this Agreement is currently not needed for City purposes; and

WHEREAS, the License Fee to be paid by LICENSEE under the terms of this Agreement is less than the CITY's fees for other City-owned facilities; and

WHEREAS, CITY is considering this discount to be a grant to LICENSEE, based upon CITY's determination that LICENSEE's activities are of a benefit to the community.

NOW THEREFORE, in consideration of the premises, and of the mutual covenants and conditions set forth herein, CITY and LICENSEE agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material basis for this Agreement, and are incorporated herein by reference.
2. **Grant of License; Description of License Area.**
 - a. Subject to the terms and conditions of this Agreement, CITY hereby grants to LICENSEE and LICENSEE hereby accepts from CITY, a non-transferrable License for the exclusive use and occupancy of the following City Facility (hereinafter the "License Area"):

Lots 9, 10, 11, and 12 of Block 8, SOUTH OKEECHOBEE subdivision as recorded in Plat Book 1, Page 12 and Plat Book 5, Page 7, Okeechobee County public records.

Parcel No: 3-21-37-35-0040-00080-0090

With an address of 1003 SW 3rd Avenue, Okeechobee, FL 34974

- b. This Agreement creates a license only, and shall not be construed to be a lease, sublease, assignment, easement, or any other conveyance of an interest in or to the License Area.
- c. CITY may enter the License Area, including any and all buildings thereon, at any time for any purpose, including, without limitation, ensuring LICENSEE's compliance with this Agreement.

3. Purpose; Use.

- a. The general purpose of the License Area is to showcase the study and preservation of the history of Okeechobee by fostering an appreciation of the past, with an emphasis on local history.
- b. To promote the foregoing purpose, LICENSEE must limit its use of the License Area as follows, and for no other uses (hereinafter the "Activities"):
 - i. collecting and preserving historical artifacts, photographs, and personal stories;
 - ii. conducting research into local Okeechobee County families and businesses subsequently presented to the public through exhibits; and
 - iii. providing public historical records.
- c. The foregoing uses must be open to the public, including but not limited to schools; provided, however, that LICENSEE may schedule meetings as requested by non-profit organizations or schools which are closed to the general public during such meetings, and Licensee may promote awareness of the Activities by providing a venue for private events consistent with the Activities.
- d. Reservations for meeting space will be made at the discretion of LICENSEE. Agreements for private use of the License Area shall be commemorated in a form identical in substance to the Venue License Agreement attached hereto as Exhibit B.
- e. LICENSEE shall require a written acknowledgment from any organization reserving use of the License Area for meetings that permission to use meeting space at the License Area does not constitute endorsement of the organization's policies or beliefs by CITY.
- f. LICENSEE must not use the License Area for any other purpose.

4. **License Period; Termination.** The License Area may be used and occupied by LICENSEE solely for the following period: July 1, 2022 to July 31, 2027 (hereinafter the "License Period"). This Agreement may be renewed for five (5) additional periods of five (5) years each, upon written agreement of the parties, or unless sooner terminated pursuant to the terms and conditions of this Agreement.

5. License Fee; Grant.

- a. License Fee. LICENSEE must pay to CITY for this License, a License Fee of One Dollar (\$1.00), which must be payable upon execution of this Agreement. As further consideration for this Agreement, LICENSEE must comply with all maintenance obligations set forth in Exhibit "A".
- b. Grant. The parties agree and acknowledge that the License Fee to be paid by LICENSEE is less than CITY's fees charged for other City-owned facilities, which the CITY is considering to be a Grant to LICENSEE. CITY is providing such Grant to LICENSEE, to use the facility at this discounted price, because City believes that LICENSEE's activities are of a benefit to the community and LICENSEE is a not-for-profit organization.

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

- a. To CITY:
City of Okeechobee
Attention: City Administrator
55 SE 3rd Avenue
Okeechobee, Florida 34974;
- b. To LICENSEE:
Okeechobee Historical Society, Inc.
PO Box 973
Okeechobee, FL 34973

And its Registered Agent:
Dowling R. Watford, Jr.
701 NE 5th St
Okeechobee, FL 34972

Notices sent or delivered by mail in accordance with this paragraph shall be deemed to have been given five (5) business days after the date of mailing, and all other notices delivered by any other means such as hand delivery and private postal service with proof of delivery, shall be deemed to have been given when received.

7. General Terms and Conditions. This Agreement is governed by the General Terms and Conditions attached hereto as Exhibit "A" and incorporated herein by reference.

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

LICENSEE:

Okeechobee Historical Society, Inc.

By: Margaret J. Cable
as its President and authorized agent

Heather Prince
WITNESS

Date: 08/04/2022

CITY:

By: Dowling R. Watford, Jr.
Mayor

Date: June 6, 2022

Attest: Lane Gamiotea
LANE GAMIOTEA, CMC
City Clerk

Approved as to Form and Legal Sufficiency:

By: John J. Fumero
John J. Fumero, P.A.
City Attorney

EXHIBIT "A" - GENERAL TERMS AND CONDITIONS

1. **No Representations or Warranties by City.** CITY makes no representations or warranties whatsoever in connection with this Agreement, including, without limitation, the condition of the License Area and its suitability for the use described in this Agreement. LICENSEE acknowledges that LICENSEE has conducted LICENSEE's own investigation and has determined that the License Area is suitable for LICENSEE's Activities. LICENSEE accepts the License Area "AS IS" and CITY has no obligation to renovate or improve the buildings located upon the License Area.
2. **Control of License Area.** Nothing in this Agreement is intended or shall be deemed or construed to grant to or confer upon LICENSEE any rights whatsoever in the License Area, including, without limitation, rights in connection with the alteration, condemnation, or casualty loss thereof. Without limiting the generality of the foregoing, CITY has, and shall continue to have, ultimate and unfettered control over the License Area.
3. **Occupancy Interruptions.** If, irrespective of fault of CITY, the License Area or any part thereof is destroyed or damaged by fire or other cause, or if, irrespective of fault of CITY, any casualty or unforeseen occurrence, including but not limited to acts of God, war, or acts of governmental authorities, renders the License Area unusable or otherwise render this Agreement impossible of performance by CITY, or if the License Area is required for public necessity or emergency use, this Agreement shall be at once terminated. Any portion of the License Fee attributable to the unused portion of the License Period will, under such circumstances, be refunded to LICENSEE, whereupon CITY shall be relieved from any further liability by reason of this Agreement, and no claims for compensation or damage shall be made against CITY by LICENSEE, and CITY shall not, in any such case, be held liable or responsible to LICENSEE for any damage caused by said termination.
4. **Personal Property.**
 - a. The parties acknowledge that LICENSEE will display, exhibit, and store various items of personal property at the License Area which are owned by LICENSEE (hereinafter "LICENSEE's Personal Property"), as well as display, exhibit, and store, on an occasional or rotating basis, items of personal property owned by third parties (hereinafter "Third Party Personal Property"), which shall collectively be referred to herein as "Personal Property."
 - b. Within thirty (30) days from the date of this Agreement, and within thirty (30) days of each anniversary date of this Agreement, LICENSEE shall provide CITY with an inventory of LICENSEE's Personal Property.
 - c. Within two (2) business days following placement within the License Area of any Third Party Personal Property, LICENSEE shall provide CITY with an inventory of all Third Party Personal Property within the License Area, including the name and address of the owner and the approximate value of all such Third Party Personal Property.
 - d. LICENSEE shall be responsible for all costs incurred for transporting any and all Personal Property to and from the License Area, as well as any costs of set up and removal of Personal Property.
 - e. There shall be no indicia of a commercial enterprise, such as "for sale" signs, displayed with the Personal Property.
5. **CITY's Responsibilities for the License Area, generally.**
 - a. CITY will pay for all utilities serving the License Area, including power, water, sewer, pest control, and waste pick-up. CITY does not warrant against interruption in or failure of such utility connections and service, and CITY shall not be liable to LICENSEE or others for any loss, damage, cost, or expense which may result or arise from any such interruption or failure.
 - b. CITY will provide insurance covering the License Area, including the buildings thereon and the Personal Property within the buildings.
 - c. CITY will maintain the lawn and landscaped areas upon the License Area, including lawn mowing and maintaining and keeping up the planted and landscaped areas.
 - d. CITY will clean the exterior of the buildings located upon the License Area.
6. **LICENSEE's Responsibilities for the License Area, generally.** LICENSEE shall do the following, at

its sole cost and expense:

- a. maintain the License Area in a good and safe condition;
- b. maintain the parking area in a clean, sightly, and serviceable condition, including removing debris therefrom;
- c. repair as necessary any damage to doors, windows, walls, ceilings, and floors for holes or marks resulting from decorations, signage, and displays installed by LICENSEE;
- d. promptly place all rubbish, trash, and debris in appropriate trash receptacles;
- e. provide cleaning or janitorial services as needed for the interior of all buildings at the License Area;
- f. provide that any equipment to be used by LICENSEE's participants is in good and safe condition;
- g. make suitable arrangements for the safe loading and unloading of LICENSEE's agents, employees, participants, and invitees;
- h. pay and be responsible for and all wages, necessary insurance, and benefits to any employees of LICENSEE hired to assist in the operation of LICENSEE's activities. Neither LICENSEE, nor those persons hired by LICENSEE, are employees of CITY, nor shall any such person have the rights privileges, or benefits as such;
- i. carry workers' compensation insurance if required by Florida Law for LICENSEE's Activities. LICENSEE shall hold CITY harmless from any claims by LICENSEE's employees for work-related injuries occurring on or about the License Area. LICENSEE must provide CITY with a copy of proof of workers' compensation insurance, or LICENSEE must provide CITY with a written statement that workers' compensation insurance is not required for LICENSEE's Activities;
- j. comply with all federal, state, and local statutes, laws, ordinances, rules, and regulations, as may from time to time be amended, in connection with the LICENSEE's use of the License Area, including, but not limited to: the Florida Clean Indoor Air Act, the City of Okeechobee Code of Ordinances, CITY's General Rules and Regulations for use of CITY's facilities, and CITY's rules applicable to each facility;
- k. obtain and maintain all licenses and permits required by any federal, state, or local law to perform LICENSEE's Activities and provide copies of such licenses to CITY upon request;
- l. be responsible for the orderly conduct of all its agents, employees, participants, and invitees who may be upon the License Area during the License Period. CITY reserves the right to eject or cause to be ejected from the License Area any person or persons whose conduct is unlawful or otherwise objectionable;
- m. report loiterers not associated with LICENSEE or LICENSEE's Activities to the proper law enforcement authorities;
- n. have an appropriate number of adult chaperones for activities involving minors;
- o. be present at the License Area for the duration of LICENSEE's Activities and during meetings of any organization reserving use of the License Area, including preparation and clean-up; and
- p. keep this Agreement at the License Area at all times during the License Period, and present to CITY or to law enforcement or other authorities upon request.

7. CITY's Responsibilities at the Museum building.

- a. CITY shall pay for all repair and replacements of the structural portions of the Museum, including roof, truss system, exterior walls, exterior doors, and windows.
- b. CITY shall maintain all portions of the heating, ventilating and air conditioning ("HVAC") system serving the Museum.
- c. CITY shall maintain, repair, and replace, as necessary, all non-structural portions of the Museum, including but not limited to interior doors, the plumbing fixtures, the septic or sewer system, and the light fixtures.
- d. CITY shall be responsible for providing hurricane protection, m storm shutters or the equivalent thereof, for the Museum.
- e. LICENSEE agrees that CITY shall not be responsible or liable for any loss from theft, vandalism, or act of God, and all personalty present on the License Area, including, but not limited to the Personal Property, is at LICENSEE's sole risk.

8. LICENSEE's Responsibilities at the Museum building. LICENSEE shall do the following, at its sole cost and expense:

- a. repair and replace, as necessary, all non-structural portions of the building upon the License Area, including but not limited to the interior doors, the flooring, the plumbing, the cabinetry, and window treatments, but excluding the HVAC system.

9. Prohibited Uses and Actions.

- a. LICENSEE shall not make or permit any use of the License Area that would violate the rules and regulations of the License Area or any federal, state, or local law, statute, code, ordinance, rule, or regulation.
- b. LICENSEE shall not make or permit any use of the License Area, which would be: (1) offensive so as to constitute a nuisance; (2) unlawful under any federal, state, or county law, statute, code, ordinance, rule, or regulation; or (3) injurious to any person or property.
- c. LICENSEE shall not install any permanent fixtures or make any permanent alterations to the License Area without CITY's prior written consent.
- d. LICENSEE shall not suffer or permit any lien to be filed against the License Area. If any such lien is filed, LICENSEE shall cause the same to be discharged of record within thirty (30) days after the date of filing the same, and shall incur all charges in the release of such lien.
- e. LICENSEE shall not permit the License Area to be occupied by a larger number of persons than can safely and freely move about therein, as determined in the sole discretion of CITY.
- f. LICENSEE shall not erect any signage without the prior written consent of CITY.
- g. LICENSEE shall not remove any equipment, supplies, or other personal property belonging to CITY.

10. **Nondiscrimination.** LICENSEE for itself, its heirs, personal representatives, successors in interest, and assigns, as part of the consideration for this Agreement, does hereby covenant and agree that no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in LICENSEE's activities, on the grounds of race, color, religion, sex, disability, age, or national origin.

11. Insurance and Indemnification.

- a. During the License Period, CITY will maintain, at CITY'S sole expense, a comprehensive general liability insurance policy, or such sufficient self-insurance to protect CITY and CITY's board, employees, and agents.
- b. LICENSEE must defend, indemnify, and hold harmless CITY and all of CITY's officers, agents, and employees from and against all claims, liability, judgments, costs, damages, interest, penalties, loss, and expense, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise by reason of LICENSEE's Activities, whether happening on or off the License Area, arising from acts or omissions of LICENSEE or LICENSEE's agents, employees, participants, or invitees, for any damage, claim or injury (including death) to persons or property. LICENSEE recognizes the broad nature of this indemnification and hold harmless provision, as well as the provision of a legal defense to CITY when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by CITY in support of these indemnification, legal defense, and hold harmless contractual obligations in accordance with the laws of the State of Florida. Compliance with any insurance requirements of this Agreement shall not relieve LICENSEE of its liability and obligation to defend, indemnify, and hold harmless CITY as set forth in this paragraph. Such indemnification shall be in addition to any and all other legal remedies available to CITY and shall not be considered to be CITY's exclusive remedy.
- c. LICENSEE shall not permit the License Area to be contaminated with any environmental hazard. LICENSEE shall indemnify, protect, and hold CITY harmless from any environmental damage, and if such environmental damage, resulting from LICENSEE's Activities or use of the License Area, is discovered, LICENSEE shall promptly undertake and pursue diligently appropriate steps to repair the damage and shall notify CITY of such environmental damage within twenty-four (24) hours after LICENSEE's discovery of such environmental damage.
- d. In the event that any claim in writing is asserted by a third party which may entitle CITY to indemnification, CITY shall give notice thereof to LICENSEE which notice shall be accompanied by a copy of statement of the claim. Following the notice, LICENSEE shall have the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If LICENSEE shall fail timely to defend, contest or

otherwise protect against any suit, action or other proceeding arising from such claim, or in the event CITY decides to participate in the proceeding or defense, CITY shall have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to LICENSEE, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto shall cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

e. The indemnification provisions of this paragraph shall survive the termination of this Agreement.

12. **Sovereign Immunity.** Nothing herein shall be construed to extend CITY's liability beyond that provided in Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by CITY to be sued by a third party in any matter arising out of this Agreement.
13. **Sub-Agreement and Assignment Prohibited.** LICENSEE shall not enter into any sub-agreement or assignment of this Agreement, or otherwise pledge, encumber, or transfer any interest in this Agreement, either voluntarily, involuntarily, or by operation of law.
14. **Events of Default by Licensee; City Remedies.**
 - a. The occurrence of any of the following shall constitute an event of default under this Agreement:
 - i. LICENSEE fails to perform or breaches any term, covenant, or provision of this Agreement;
 - ii. LICENSEE fails to have this Agreement present at the License Area, as required by this Agreement;
 - iii. LICENSEE fails to maintain its status as an active not-for-profit corporation with the Florida Department of State; or
 - iv. A major portion of LICENSEE's Personal Property usually kept on the License Area is removed by LICENSEE voluntarily or under legal or administrative process.
 - b. In the event of any default of this Agreement by LICENSEE, CITY shall have the right to immediate termination of this Agreement, whereupon LICENSEE's use of the License Area shall be subject to immediate shutdown by the City of Okeechobee City Council or the Okeechobee Police Department, in addition to or in place of any and all remedies otherwise provided by Florida law.
 - c. LICENSEE agrees that no assent, express or implied, by CITY to any breach of this Agreement by LICENSEE shall be deemed to be a waiver of any succeeding breach by LICENSEE.
 - d. LICENSEE's default of this Agreement may result in denial of future use of any CITY facility by LICENSEE.
15. **Surrender; Removal of Property.** Upon the expiration or earlier termination of this Agreement or one of the renewal terms hereof, LICENSEE shall peaceably surrender to CITY possession of the License Area, in good condition and repair as when received, and LICENSEE shall remove all Personal Property from the License Area, including all Third-Party Personal Property. If LICENSEE fails to remove any Personal Property within thirty (30) days, such Personal Property shall be deemed abandoned, and CITY may remove and store same at LICENSEE's expense, or, at CITY's sole option, upon not less than thirty (30) days written notice to LICENSEE at the address shown in this Agreement, the Personal Property will become the property of CITY, and may be stored or used by CITY, or disposed of as surplus, in the manner CITY disposes of surplus personal property. In the event that any portion of the Personal Property is sold, LICENSEE shall not be entitled to any of the proceeds of such sale.
16. **Miscellaneous Provisions.**
 - a. **Successors Bound.** All of the covenants, conditions and obligations of this Agreement shall be binding upon and inure to the benefit of the respective heirs, administrators, successors, and assigns of the parties.
 - b. **Construction.** The headings or captions in this Agreement are for convenience only and are not a part hereof.
 - c. **Judicial Interpretation.** If any provision of this Agreement becomes subject to judicial interpretation, it is agreed that the court interpreting or considering such provision will not apply the presumption or rule of construction that the terms of this Agreement be more strictly

construed against the party which itself or through its counsel prepared the same, because all parties have participated in the preparation of the final form of this Agreement through review and negotiation of terms, and therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.

- d. **Severability.** In the event that any provision of this Agreement is determined to be invalid, illegal, or unenforceable for any reason, such provisions shall be severed from this Agreement and such severance shall not invalidate any other provision of this Agreement or this Agreement itself.
- e. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no prior or independent agreements or understandings between the parties shall be effective for any purpose. LICENSEE acknowledges that any representations, statements, or negotiations made by CITY or by any of the City's staff, employees, counsel, or any other agent, do not suffice to legally bind CITY, unless such representations have been reduced to writing and fully executed by all of the parties.
- f. **Written Modifications.** No provision of this Agreement may be changed or modified except by an agreement in writing executed by all of the parties or their successors in interest.
- g. **Venue; Law.** Venue for all court proceedings to enforce or interpret this Agreement shall be in Okeechobee County, Florida, and such proceedings shall be governed by the laws of the State of Florida.
- h. **Time is of the Essence.** The parties agree that time is of the essence in performance of this Agreement.
- i. **Relationship of Parties.** LICENSEE shall never become the agent of CITY, and CITY shall not be responsible for the acts or omissions of LICENSEE or LICENSEE's agents, employees, participants, and invitees.
- j. **Attorneys' Fees and Waiver of Jury Trial.** In the event of any litigation between the parties, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs from the losing party, at the trial and appellate levels. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.
- k. **Material Breach.** The failure of LICENSEE to comply with any terms or conditions of this Agreement shall be considered a material breach of this Agreement.
- l. **Cross Default.** A default under the Agreement will operate as a default of any pre-existing or subsequent Agreement between CITY and LICENSEE.
- m. **Survival.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
- n. **Non-assignability.** This Agreement shall not be assignable by LICENSEE unless such assignment is first approved in writing by CITY.

EXHIBIT "B" - VENUE LICENSE AGREEMENT

**VENUE LICENSE AGREEMENT
- OKEECHOBEE HISTORICAL SOCIETY -**

This Venue License Agreement (“*Agreement*”) is entered into by and between **Okeechobee Historical Society, Inc.**, a Florida not-for-profit corporation (the “*Licensor*”) and the undersigned person or persons (the “*Licensee*”). In consideration of the mutual covenants, terms, and conditions set forth herein, the parties agree as follows:

1. License of Venue. Subject to the terms and conditions of this Agreement, Licensor agrees to grant to Licensee a license to the event area located at 1003 SW 3rd Avenue, Okeechobee, FL 34974 (the “*Venue*”) during the following date and times (the “*Event Period*”)

	<u>Date</u>	<u>Time</u>
Initial Access to the Venue for Setup	_____	_____
Rehearsal – Start	_____	_____
Rehearsal – End	_____	_____
Start of Event	_____	_____
End of Event	_____	_____
Deadline for Cleanup and Equipment Removal	_____	_____

and for the following purpose:

_____.

2. Venue Rental Pricing. In consideration for its use of the Venue during the Event Period, Licensee shall donate the sum of _____ (the “*Donation*”) to Licensor. The Donation sum will be due to Licensor no later than four (4) months prior to the Event Period. The Donation is due regardless of cancellation by the Licensee. Any events booked within fewer than four months of the Event Period will be paid in full the time of booking.

3. Return of Venue Premises. Licensee agrees to clean out all personal items and return the Venue to Licensor in the same condition as it was found at the start of the Event Period. All trash, food supplies, decorations and any other materials brought into the Venue by Licensee or its guests, agents, vendors or employees must be removed by the date and time identified above as “*Deadline for Cleanup and Equipment Removal.*” Guests are permitted to leave vehicles overnight if they are unable to drive themselves in a safe manner but must be removed by the date and time identified above as “*Deadline for Cleanup and Equipment Removal.*” Any guest vehicles left at the Venue shall be at the guests’ own risk.

4. Prohibited Substances. Licensee is not permitted to use fireworks, sparklers, or an open flame at the Venue or on the surrounding property without the written permission of the Licensor. In addition, alcoholic beverages are prohibited. Licensee will comply with all applicable laws including, without limitation, ensuring that no illegal drugs are brought to the Venue by Licensee or by any of Licensee’s guests.

5. Damage to Venue and Surrounding Property. Licensee is responsible for any and all damage to the Venue and surrounding property caused by Licensee or by Licensee’s guests, agents, vendors or employees. Licensor shall inspect the Venue after end of the Event Period to determine whether any damage was sustained to the Venue or surrounding property. Licensor shall notify Licensee of any damage resulting from Licensee’s use and occupancy of the property. Licensor may repair and remedy and damage at Licensee’s expense.

6. Unavailability of Venue. Should the Venue become unavailable for all or a portion of the Event Period due to damage by fire, flood or other cause or Act of God, or should Licensor be unable to fulfill the terms of this Agreement due to any unforeseen occurrence outside of Licensor's reasonable control, then this Agreement shall terminate and Licensor shall be liable only for the fees paid by Licensee up to the time of such termination. For the avoidance of doubt, this Section 8 shall survive the termination of this Agreement.

7. Limitation of Liability. Licensee acknowledges and agrees that LICENSOR IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS OR REVENUE OR DIMINUTION IN VALUE), REGARDLESS OF WHETHER THE CLAIM SOUNDS IN CONTRACT, TORT, OR OTHERWISE.

Further, Licensee acknowledges and agrees that IN NO EVENT SHALL LICENSOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNT OF THE DONATION.

For any and all claims arising out of or related to this Agreement, Licensee shall seek recovery only against Licensor and not against any individual associated with Licensor or the owner of the real property where the Event Period is being licensed. For the avoidance of doubt, this Section 9 shall survive the termination of this Agreement.

10. Venue Condition. Licensee acknowledges that he/she has been offered the opportunity to inspect the Venue and accepts the Venue in its current condition.

11. Liability Insurance. Licensee is required to carry liability insurance, satisfactory to Licensor, and such policy shall be for no less than \$1,000,000.00 and shall cover the Event Period. The company or companies writing any insurance policy which Licensee is required to carry and maintain or cause to be carried or maintained pursuant to this Agreement as well as the form of such insurance shall at all times be subject to Licensor's approval. The required insurance policy evidencing such insurance shall name both Licensor and the City of Okeechobee, Florida as additional insureds and shall also contain a provision by which the insurer agrees that such policy shall not be canceled except after thirty (30) days written notice to Licensor. Proof of each such policy or a certificate thereof, shall be provided to the Licensor by Licensee at least thirty (30) days prior to the date identified above as "Initial Access to the Venue for Setup." If Licensee fails to perform any of its obligations under this section, Licensor may terminate this Agreement

12. Waiver of Right to Recover. Notwithstanding any provision of this Agreement to the contrary, if Licensee suffers a loss or damages, and if typically such loss or damages would be covered under any policy of insurance that Licensee is required to maintain pursuant to this Agreement, then Licensee hereby releases Licensor to and from any and all liability for each such loss or damage, notwithstanding that such loss, damage or liability may arise out of the negligent or intentionally tortious act or omission of the Licensor, its agents, officers or employees and/or notwithstanding that Licensee has failed to maintain the insurance policy required to be maintained by it under this Agreement. The foregoing release shall be effective only so long as it is possible to obtain the insurance policies required to be maintained pursuant to this Agreement with provisions in such policies to the effect that such release shall not impair the effectiveness of such policy or the insured's ability to recover thereunder. Licensee hereto shall use reasonable efforts to have a clause to such effect included in its said policies, and shall promptly notify Licensor in writing if such clause cannot be included in any such policy.

13. Indemnification. Licensee agrees to indemnify and hold Licensor and its members, employees, successors, assigns, agents, and other representatives harmless from any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, incurred by Licensor from any third-party claim arising from or out of any act or omission, whether negligent or intentional, of Licensee or Licensee's guests, agents, vendors or employees. Licensee further agrees to indemnify and hold the City

of Okeechobee, Florida and its members, employees, successors, assigns, agents, and other representatives harmless from any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, incurred by the City of Okeechobee, Florida from any third-party claim arising from or out of any act or omission, whether negligent or intentional, of Licensee or Licensee's guests, agents, vendors or employees.

14. Destruction of Licensee's Property. The Licensor shall not be held responsible for any loss or damage, including damage to Licensee's personal property nor the personal property of Licensee's guests, agents, vendors or employees.

15. Contract Approval. Upon receipt of the Donation and this Agreement executed by Licensee, Licensor shall review the proposed Agreement and issue an approval or denial of this Agreement within three (3) business days. Licensee agrees and acknowledges that this Agreement may be approved or denied at the sole discretion of the Licensor. If the proposed Agreement is denied by the Licensor, Licensor shall return the Donation to Licensee within three (3) business days of the decision.

16. Permits and Licenses. Licensee is responsible for procuring all necessary permits and licenses, if any, required for use of the Venue during the Event Period. Licensor shall reasonably cooperate with Licensee to secure all necessary permits and licenses. Server organization must also carry its own \$1,000,000.00 liability insurance policy or be insured by the caterer.

17. Removal from Venue. Licensee is responsible for the acts of his/her guests, agents, vendors and employees. Licensor reserves the right to remove any person from the Venue that Licensor believes is disrupting, obstructing, or damaging the Venue or surrounding property.

18. Governing Law; Jurisdiction and Venue. This Agreement is governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would require or permit the application of laws of any jurisdiction other than those of the State of Florida. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder must be instituted exclusively in the courts of Okeechobee County, Florida and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding and waives any objection based on improper venue or *forum non conveniens*.

19. Entire Agreement. This Agreement, including any exhibits hereto, constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto. If and when included within the term "Licensee," as used in this Agreement, there is more than one person or entity, each shall be jointly and severally liable for the obligations of Licensee.

20. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which is deemed an original, and all of which together constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

22. Assignment. Licensee may not assign any of its obligations hereunder without the prior written consent of the Licensor.

23. Non-endorsement by Licensor and City. LICENSEE hereby acknowledges that LICENSOR's execution of this Agreement does not constitute and endorsement by LICENSOR or the City of Okeechobee of the LICENCEE's policies, views, or beliefs.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

LINCESEE:

(Print Legal Name)

By: _____
(Signature of Authorized Signer)

Its: _____
(Printed Name of Authorized Signer)

Dated: _____

OKEECHOBEE HISTORICAL SOCIETY, INC:

By: _____
(Signature of Authorized Signer)

Its: _____
(Printed Name of Authorized Signer)

Dated: _____



Exhibit 3
10/18/2022

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: Sonya Chapa (Leadership President)
ADDRESS: 206 SW 10th, Okeechobee, FL 34974

TELEPHONE: 863-467-7764 Email: Sonya@myhlc.org

MEETING: REGULAR SPECIAL WORKSHOP DATE: 10.18.22

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

Leadership Okeechobee Class of 2022 Project

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

Chamber of Commerce

Please state desired action by the City Council: Approval of visitor sign to be placed on Chamber Building.

Please summarize pertinent information concerning your request and attach applicable documents: The visitor sign will be funded by the Leadership class, with additional funds provided for future maintenance and upkeep.

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

SIGNED BY: [Signature] DATE: 10.10.22

FLAGLER PARKS MASTER PLAN

Exhibit 4
10/18/2022

CITY OF OKEECHOBEE PRESENTATION

Presenter

Tammy Cook-Weedon

Calvin, Giordano &
Associates, Inc.

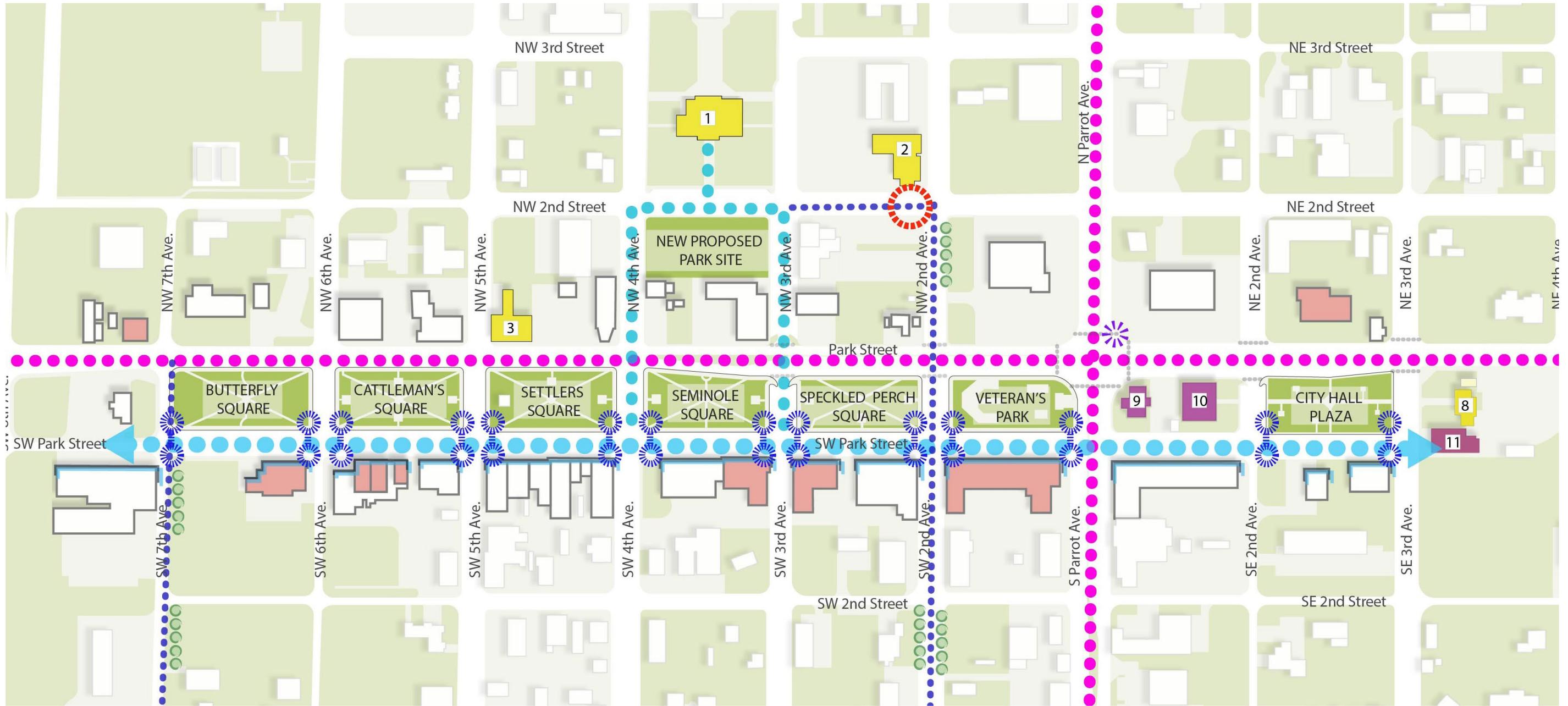


Calvin, Giordano & Associates, Inc.
A SAFEbuilt[®] COMPANY

CITY OF OKEECHOBEE

CITY PRESENTATION |
FLAGLER PARK DESIGN

SCHEMATIC DESIGN
October 18h 2022



Flagler Park Master Plan

Budgetary Concerns:

**Identify design improvements
within a \$300,000.00 budget
for each park**



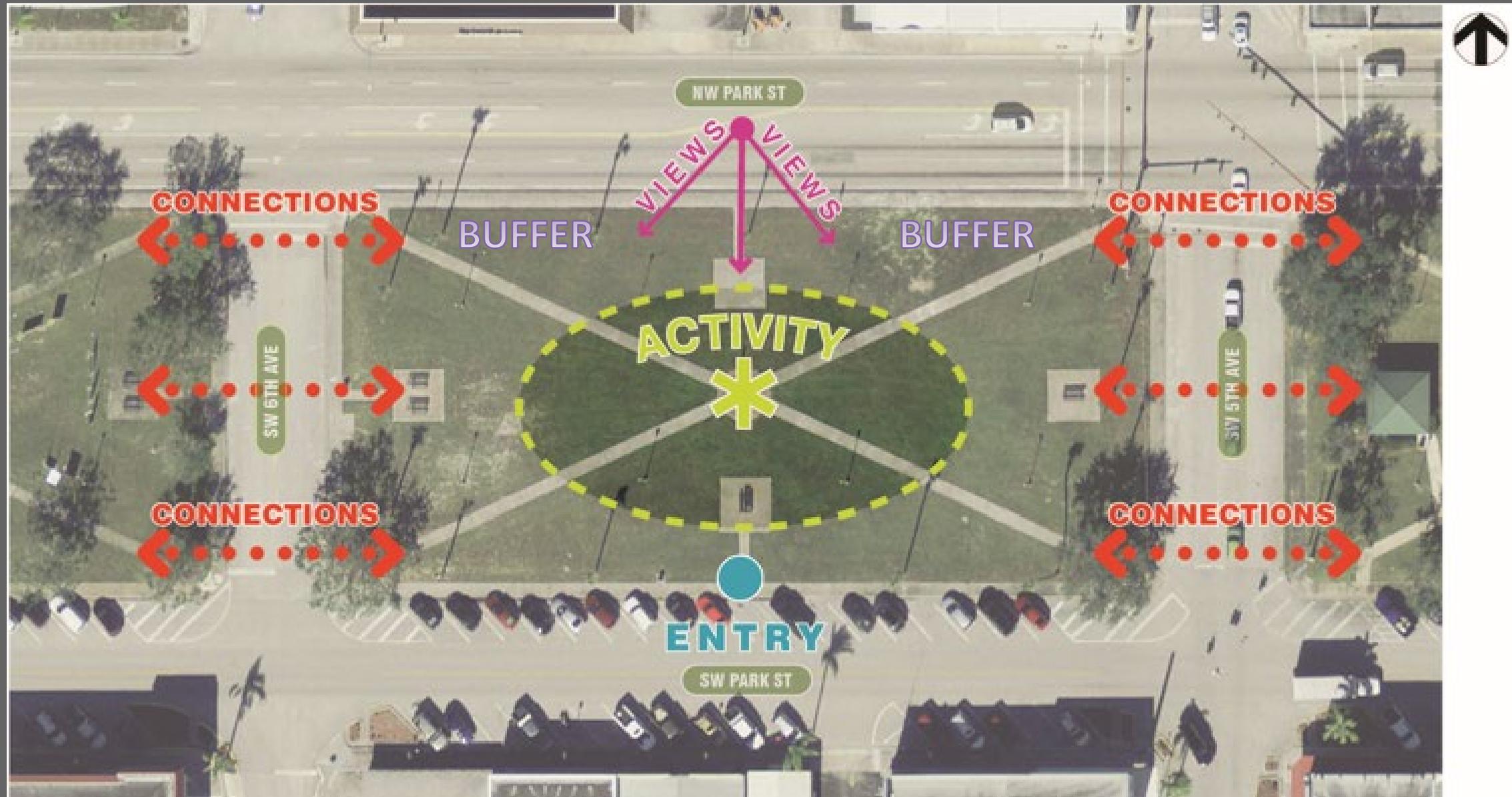
Calvin, Giordano & Associates, Inc.
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CITY OF OKEECHOBEE

CITY PRESENTATION |
FLAGLER PARK DESIGN

SCHEMATIC DESIGN
OCTOBER 18th, 2022

Over-all Park System Goal



Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

CITY OF OKEECHOBEE

CITY PRESENTATION |
FLAGLER PARK DESIGN

SCHEMATIC DESIGN
OCTOBER 18th, 2022

Schedule:

March 25th - Park 7- Butterfly Square submitted to city.

March 31st – Planting Plans for the bulb-outs along Southwest Park Street on the south side of the roadway. Provided Pro-bono

August 19th – Park 5 – Settlers Square

September 23rd –October 16th Park 2 – Veteran’s Memorial Square

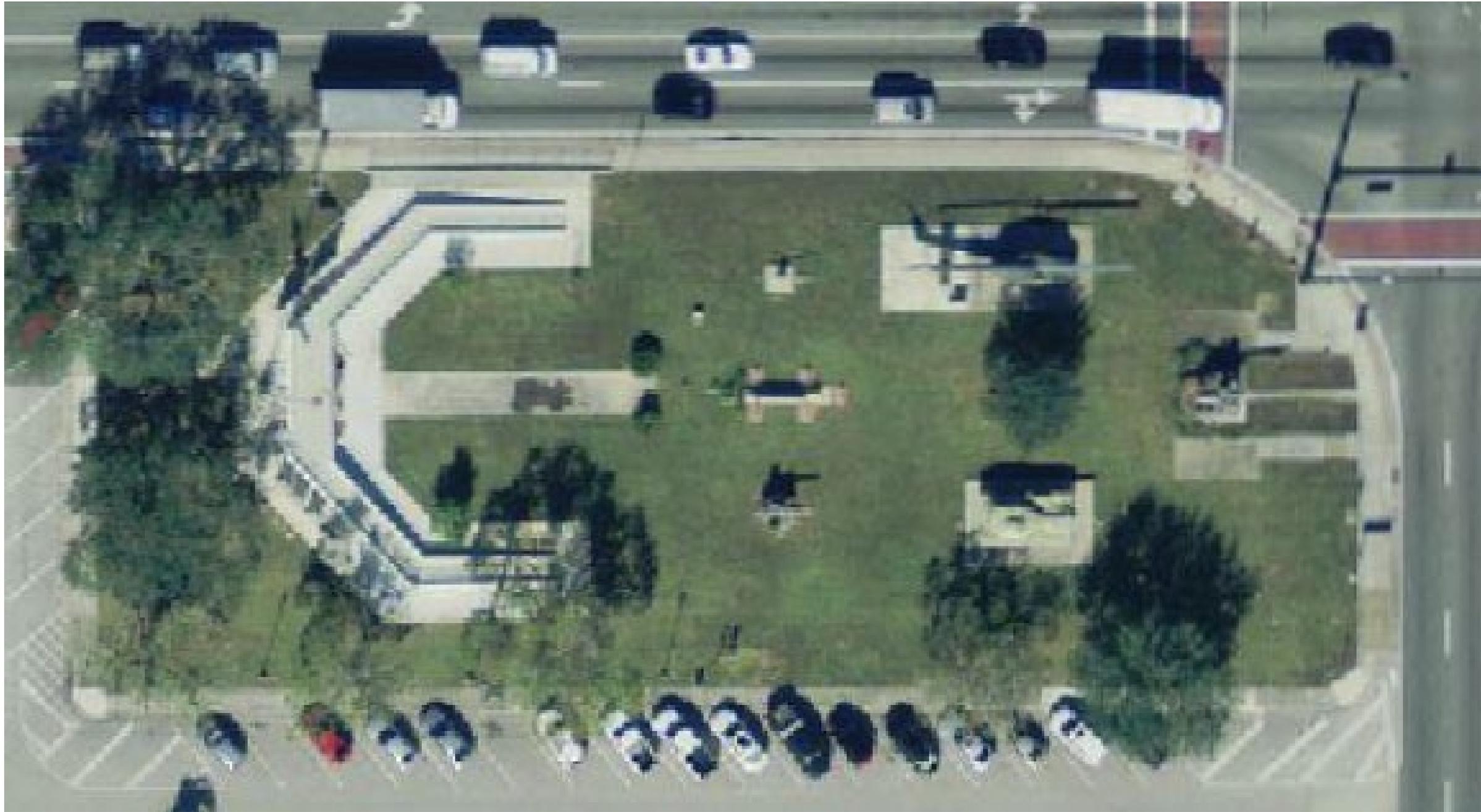
November 25th– Park 4 – Seminole Square

December 16th– Park 3 – Speckled Perch Square

January 20th– Park 1 – City Hall Plaza



Calvin, Giordano & Associates, Inc.
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Park 2- Veteran's Memorial Square

Existing Site



Calvin, Giordano & Associates, Inc.
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CITY OF OKEECHOBEE

CITY PRESENTATION | SCHEMATIC DESIGN

FLAGLER PARK DESIGN

OCTOBER 18TH, 2022



Park II

VETERANS MEMORIAL SQUARE

Located between South Parrott Avenue and Southwest 2nd Avenue

This park honors our nation's military veterans and memorializes the brave men and women who made the ultimate sacrifice while serving in our U.S. military

A large arched sign at the entrance of this park is recommended to announce the Downtown Flagler Parks of Okeechobee at our main thoroughfare. A new layout would provide functional seating areas at memorial monuments while redesigned landscape screens provide privacy for reflection

New landscape beds along the perimeters of the park are recommended to provide structure, serve as noise buffers, and provide a barrier to safely separate children from adjacent traffic.

The center of the park may be left open to accommodate displays and events



ADDITIONAL RECOMMENDATIONS

- Create memorable park entrances at each corner of *Veterans Memorial Square*
- Complete live oak tree border along the perimeter of the square
- Create a more usable plaza layout for veteran and memorial events
- Consider bronze monuments honoring soldiers as educational focal points
- Utilize landscaping to create more privacy from the roadway traffic and for noise reduction

Concept Theme

CITY PRESENTATION | SCHEMATIC DESIGN

FLAGLER PARK DESIGN | OCTOBER 18TH, 2022



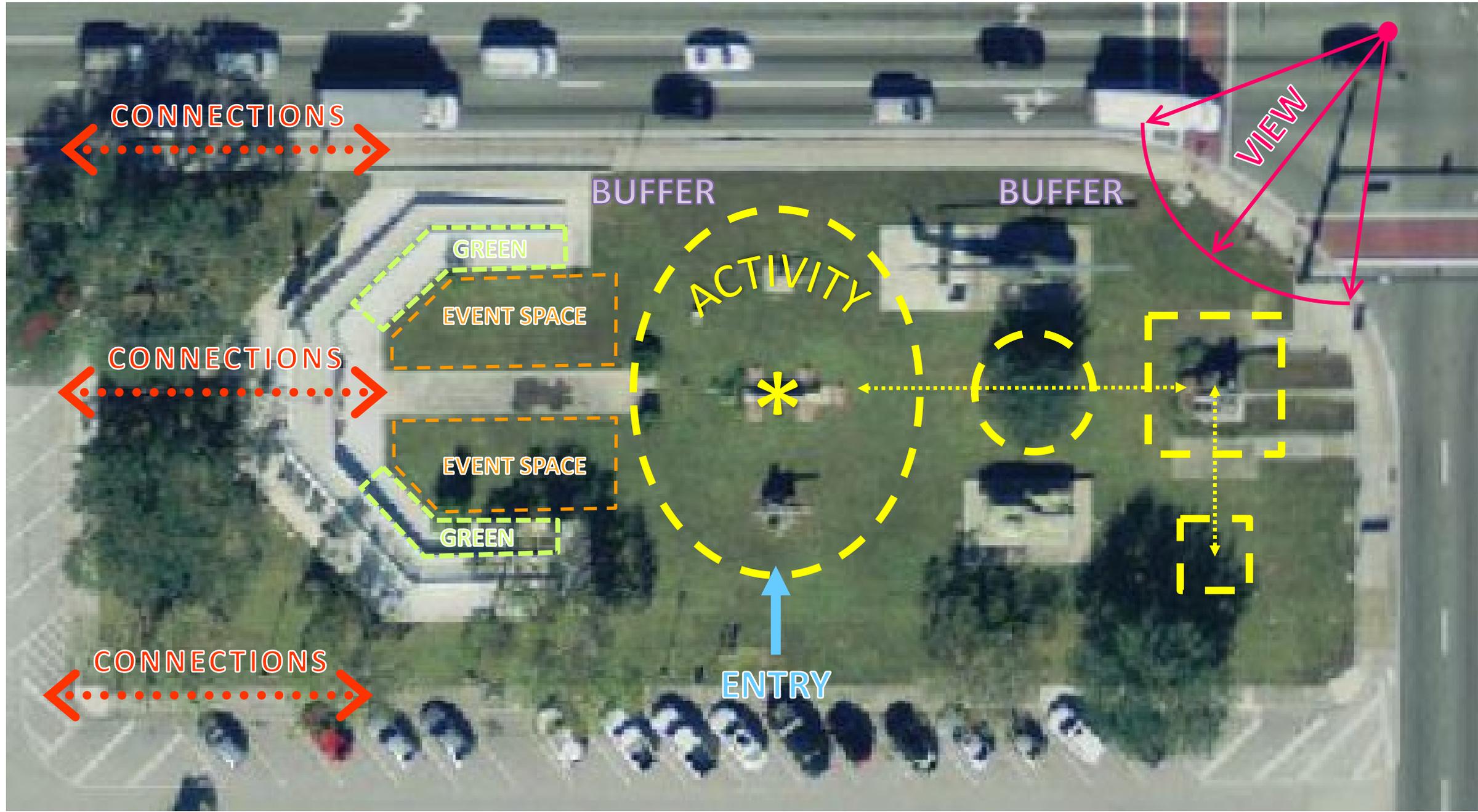
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A SAFEbuilt COMPANY

Goals for Veteran's Park

- 1. Gateway/Signage Feature on the northeast corner of the park as this is the most visible corner of all of the Flagler Parks.**
- 2. Create a layout with functional seating area at monuments.**
- 3. The center of the park to be left open to accommodate events.**
- 4. Incorporate Bronze monuments honoring soldiers as educational Focal Points to be placed below the flags.**
- 5. Screen unsightly views & enhance spaces w/strategic planting.**
- 6. Review options for barriers around elements.**



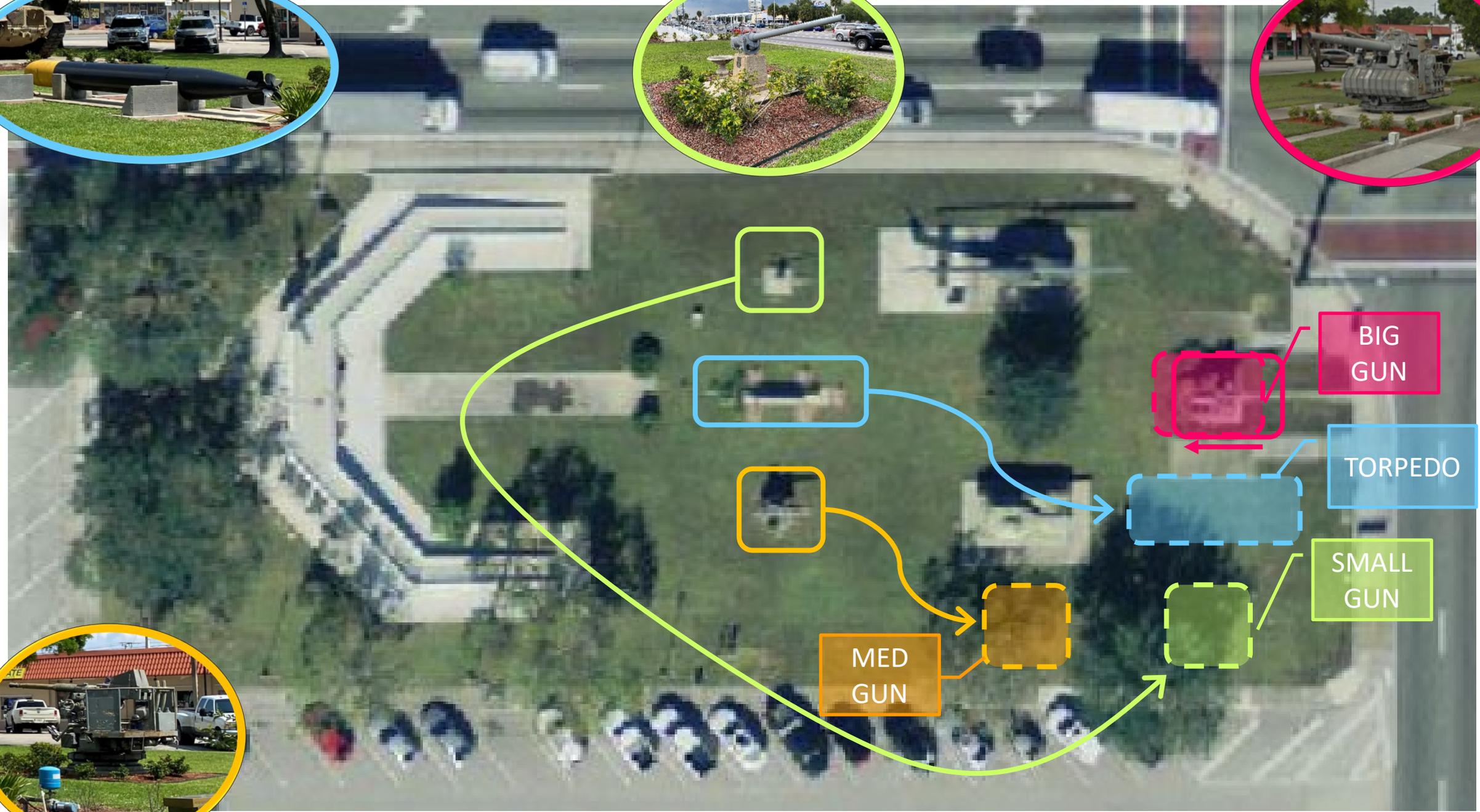
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Graphic Goals



Park 2- Veteran's Memorial Square

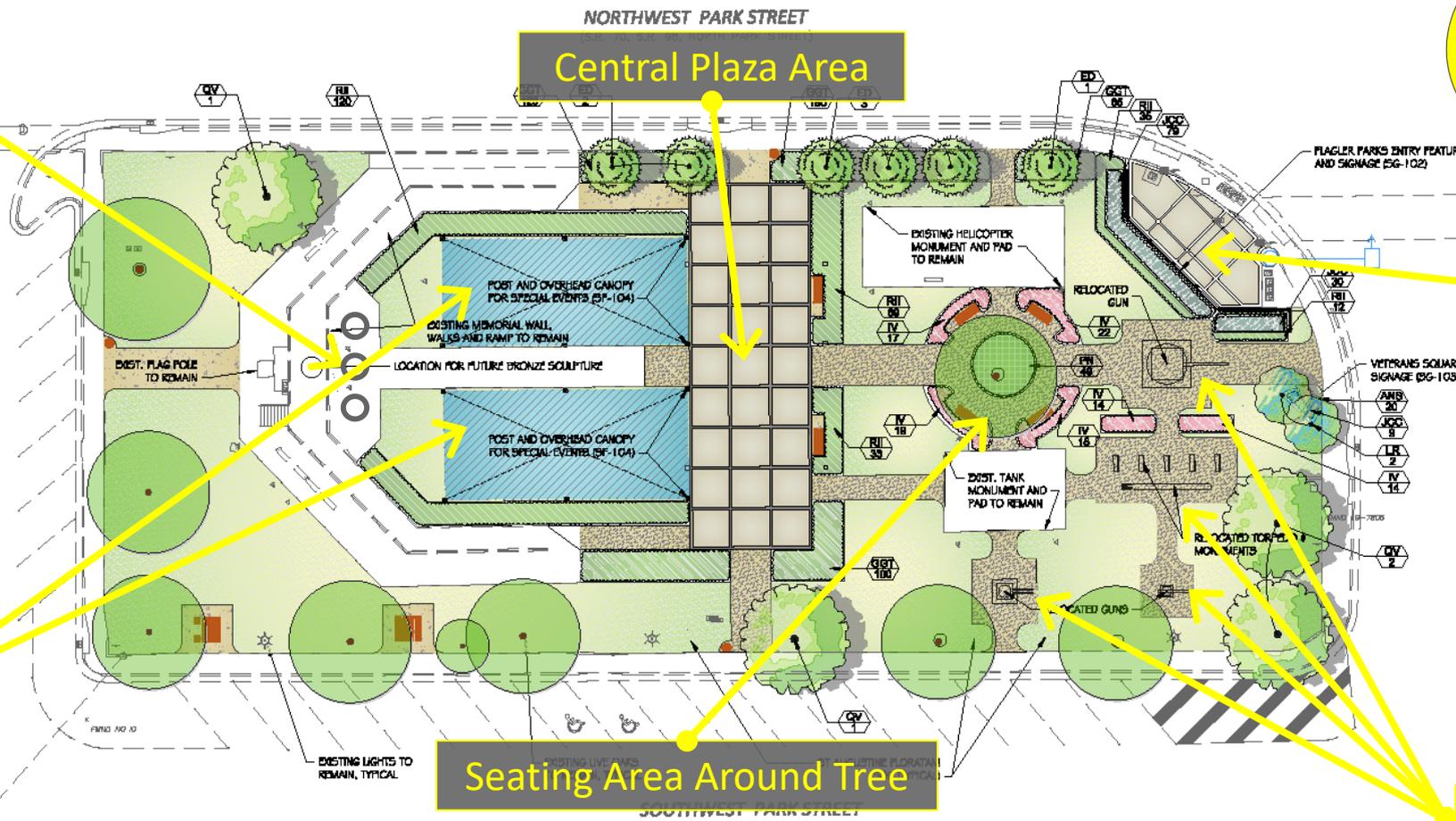


Relocations

Sculptures at Base of Flags



Central Plaza Area



FLAGLER PARKS



Flagler Park Signage at NE Corner

Two Shade Coverings



Seating Area Around Tree



Barriers Around Elements



New Elements

Questions?



TAMMY COOK-WEEDON
Calvin, Giordano & Associates, Inc.



Calvin, Giordano & Associates, Inc.
A SAFEbuilt[®] COMPANY

CITY OF OKEECHOBEE

CITY PRESENTATION | SCHEMATIC DESIGN

FLAGLER PARK DESIGN

OCTOBER 18TH 2022