



# CITY OF OKEECHOBEE

55 SE THIRD AVENUE  
OKEECHOBEE, FL 34974

**DECEMBER 6, 2022**

**6:00 PM**

## LIST OF EXHIBITS

**Mayor**

Dowling R. Watford, Jr.

**Council Members**

Noel Chandler

Monica Clark

Bob Jarriel

Bobby Keefe

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Draft Minutes

November 8, 2022 and November 15, 2022

Exhibit 1

Code enforcement presentation

Exhibit 2

Termination of Grant of License with American Legion Memorial Post No. 64 regarding Veteran's Square in Flagler Park.

Exhibit 3

Kimley Horn professional services agreement



**CITY OF OKEECHOBEE, FLORIDA**  
**NOVEMBER 8, 2022, EMERGENCY CITY COUNCIL MEETING**  
**DRAFT MEETING MINUTES**

**I. CALL TO ORDER**

Mayor Watford called the emergency meeting of the City Council for the City of Okeechobee to order on November 8, 2022, at 2:00 P.M. in the City Council Chambers, located at 55 Southeast (SE) 3<sup>rd</sup> Avenue, Room 200, Okeechobee, Florida.

**II. ATTENDANCE**

Roll was taken by City Clerk Lane 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. Motion and second by Council Members Keefe and Jarriel to approve the agenda as presented.  
**Motion Carried Unanimously.**

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

**IV. MAYOR WATFORD OPENED THE EMERGENCY PUBLIC HEARING AT 2:02 P.M.**

A. Motion and second by Council Members Clark and Keefe to read by title only, proposed Ordinance No. 1269, designating the Police Administrative Lieutenant as the City's Emergency Management Official and authorizing other emergency measures due to the potential impacts of Subtropical Storm/Hurricane Nicole [as presented in **Exhibit 1**]. **Motion Carried Unanimously.**

Mayor Watford read into the record the title of proposed Ordinance No. 1269 as follows: "**AN EMERGENCY ORDINANCE ENACTED BY THE CITY COUNCIL OF THE CITY OF OKEECHOBEE, FLORIDA, DESIGNATING THE POLICE ADMINISTRATIVE LIEUTENANT AS THE EMERGENCY MANAGEMENT OFFICIAL FOR THE CITY OF OKEECHOBEE; PROVIDING FOR THE ADMINISTRATIVE LIEUTENANT TO DECLARE A 72-HOUR STATE OF EMERGENCY WITHIN THE CITY OF OKEECHOBEE DUE TO THE PREDICTED PATH OF SUBTROPICAL STORM/HURRICANE NICOLE; PROVIDING FOR ACCEPTING THE RECOMMENDATION BY THE ADMINISTRATIVE LIEUTENANT TO EXTEND THE 72-HOUR DECLARATION; PROVIDING FOR DECLARATION TO CONTINUE FOR AN INDEFINITE PERIOD OF TIME AS DEEMED APPROPRIATE BY THE ADMINISTRATIVE LIEUTENANT; 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 Clark to adopt proposed Ordinance No. 1269. There were no public comments. Mayor Watford and Administrator Ritter will continue to participate in emergency management meetings and Clerk Gamiotea will keep the City Facebook page up to date. City administrative offices, County offices, and all schools will be closed on Wednesday, November 9, 2022, and Thursday, November 10, 2022, due to potential weather impacts. City Hall is also closed on Friday, November 11, 2022, in observance of Veterans Day. **Motion Carried Unanimously.**

**MAYOR WATFORD CLOSED THE EMERGENCY PUBLIC HEARING AT 2:06 P.M.**

**V. ADJOURNMENT**

There being no further items of discussion, Mayor Watford adjourned the meeting at 2:06 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**  
**NOVEMBER 15, 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 November 15, 2022, at 6:00 P.M. in the City Council Chambers, located at 55 Southeast 3<sup>rd</sup> Avenue, Room 200, Okeechobee, Florida. The invocation was offered by Mayor Watford; followed by the Pledge of Allegiance led by Council Member Jarriel.

**II. ATTENDANCE**

Roll was taken by City Clerk Lane 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. There were no requests for items to be added, deferred, or withdrawn from the agenda.
- B. Motion and second by Council Members Keefe and Jarriel 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. PRESENTATIONS AND PROCLAMATIONS**

- A. Mayor Watford proclaimed November 2022 as "Hospice and Palliative Care Month." The Proclamation was presented to Mr. Phil Berger, Treasure Coast Operating Board of Directors, Ms. Terry Fesler, Professional Relations, and Mr. Craig Perry, Community Outreach, and read into the record as follows: **"Whereas, Medicare's first proven coordinated care model, Hospice, is a program that works offering person-centered, compassionate care, ensuring people dignity, choice, and quality of life; and Whereas, the Hospice model involves an interdisciplinary, team-oriented approach to treatment, including expert medical care, quality symptom control, and comprehensive pain management as a foundation of care; and Whereas, beyond providing physical treatment, Hospice attends to the patient's emotional, spiritual, and family needs, and provides family services like respite care and grief counseling; and Whereas, Hospice and palliative care organizations are advocates and educators about advance care planning that help individuals make decisions about the care they want; and Whereas, forty years ago, volunteers came together to establish Treasure Coast Hospice because they wanted their family, friends, and neighbors to have access to compassionate, quality end-of-life care from a locally based hospice provider. Founded in 1982, Treasure Coast Hospice is a non-profit community organization of skilled professionals and dedicated volunteers whose mission is to provide access to compassionate, caring, expert and professional hospice and grief support services to patients and families at the end of life. Celebrating its 40th Anniversary this year, Treasure Coast Hospice now serves more than 4,000 patients annually, providing holistic patient-centered care and comfort to patients and families in Martin, St. Lucie, and Okeechobee counties. Now Therefore, I, Dowling R. Watford, Jr., by virtue of the authority vested in me as Mayor of the City of Okeechobee, do hereby proclaim November 2022 as Hospice and Palliative Care Month in the City of Okeechobee and encourage our residents to learn more about Hospice and palliative care at the end of life and try to help as they can and commend the Treasure Coast Hospice Team for their service to the people of the City of Okeechobee."**
- B. Mayor Watford proclaimed November 16 through 23, 2022, as "Farm City Week." The Proclamation was presented to Mr. Mickey Bandi, President, Okeechobee County Farm Bureau, accompanied by his daughter, Lexi, and read into the record as follows: **"Whereas, Florida farmers and ranchers help feed the world by producing a bounty of nutritious foods. To do this, they rely on essential partnerships with urban and rural communities to supply, sell and deliver finished products to consumers across Florida and around the globe; and Whereas, rural and urban communities working together have built our nation's rich agricultural resources so that they contribute to the health and well-being of our country and the strength of our economy; and Whereas, during National Farm City Week, we recognize the importance of this cooperative network. Agriculture and related enterprises employ more than 2 million workers, including farmers and ranchers, shippers, processors, marketers, retailers, inspectors, and others who contribute an annual impact of \$146 billion to Florida's economy; and Whereas, Farm City Week activities celebrate the mutually beneficial relationships that support the quality of life we all enjoy. This week, as we gather with family and friends around the Thanksgiving table, we count these relationships among our many blessings. 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 November 16-23, 2022, as "Farm City Week," and I do further call upon all citizens to acknowledge and celebrate the achievements of all those who, working together, produce and supply our community, our nation, and the world with an abundance of agricultural products."**

**V. CONSENT AGENDA**

Motion and second by Council Members Keefe and Clark to:

- A. [Dispense with the reading and] approve the meeting Minutes for November 1, 2022 [as presented]; and
- B. Approve the October 2022 Warrant Register [in the amounts: General Fund, \$741,796.62; Public Facility Improvement Fund, \$41,227.43; and Capital Improvement Projects Fund, \$45,300.00, as presented].

**Motion Carried Unanimously.**

**VI. NEW BUSINESS**

A. Ms. Sandra Lawson, Public Affairs Specialist, from the U.S. Small Business Administration (SBA), provided information regarding resources available for those who suffered physical property damages and/or economical damages caused by Hurricane Ian. Through a collaboration between the SBA and the Federal Emergency Management Agency (FEMA), homeowners, renters, owners of businesses, and/or private non-profit organizations are eligible to apply for recovery assistance through November 28, 2022, as well as for long-term, low-interest, loans. Once approved for recovery assistance, applicants have up to two years following the disaster, to apply for additional funds to improve the property to mitigate future loss. Individuals in an area that is a part of the disaster declaration, which includes all of Okeechobee, are strongly encouraged to visit any of the FEMA Centers to ensure their applications are completed properly and then apply for the SBA loans, regardless of whether or not they will pursue the loan, as this opens the opportunity for other funding from FEMA, they may be eligible to receive. This item was for informational purposes only with no official action required.

B. Motion and second by Council Members Keefe and Jarriel to approve a Temporary Street Closing Application submitted by Okeechobee Main Street for a portion of Southwest 3<sup>rd</sup> and 4<sup>th</sup> Avenues, between North and South Park Streets from 5:00 P.M., December 9, 2022, to 9:00 P.M. on December 10, 2022, for the annual Christmas Festival [as presented in **Exhibit 2**]. **Motion Carried Unanimously.**

C. Motion and second by Council Members Jarriel and Clark to adopt proposed Resolution No. 2022-08 [as presented in **Revised Exhibit 3** and includes deleting “the Brat Club” in the fifth Whereas].

City Attorney Fumero read into the record the title of proposed Resolution No. 2022-08 as follows: **“A RESOLUTION OF THE CITY OF OKEECHOBEE, FLORIDA; RESCINDING RESOLUTION NO. 2019-10 CONCERNING TEMPORARY CLOSING OF STATE ROADS FOR SPECIAL EVENTS; CREATING PROCEDURES AND FORMS FOR SUBMISSION TO FLORIDA DEPARTMENT OF TRANSPORTATION FOR STATE APPROVAL FOR SUCH CLOSINGS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.”** **Motion Carried Unanimously.**

D. Motion and second by Council Members Keefe and Clark to award the purchase of radios [Statewide Law Enforcement Radio System, 35 portable radios, 26 mobile radios, and two control stations] to Communication International in the amount of \$320,695.30 [as presented in **Exhibit 4**]. **Motion Carried Unanimously.**

E. Motion and second by Council Members Keefe and Clark to approve the End-of-Year (EOY) Budget Amendments for Fiscal Year 2021-22 [as presented in **Exhibit 5**, with the summary of each fund noted below providing the difference from the Budgeted to EOY]. **Motion Carried Unanimously.**

<b>Fund Summary</b>	<b>Adopted Budget 9/27/2021</b>	<b>Mid-Year Budget Amendments 5/17/2022</b>	<b>End-of-Year Budget Amendments</b>	<b>Difference in Mid-Year and EOY Amendments</b>
<b>General Fund:</b>				
FY Beginning Balance	\$4,342,501.00	\$4,342,501.00	\$4,342,501.00	\$ 0.00
Total Revenues	\$6,228,680.00	\$6,303,580.00	\$6,856,130.00	+\$ 552,550.00
Transfers-In, Public Facilities Improv't	\$ 350,000.00	\$ 350,000.00	\$ 350,000.00	\$ 0.00
Transfers-In, Capital Improvement Projects Fund	\$ 873,534.00	\$ 738,207.00	\$ 0.00 <small>(Reserves Not Used)</small>	-\$ 738,207.00
Total Expenditures	<u>\$7,452,214.00</u>	<u>\$7,391,787.00</u>	<u>\$6,756,827.00</u>	<u>-\$ 185,657.00</u>
FYE Balance	\$4,342,501.00	\$4,342,501.00	\$4,791,804.00	+\$ 449,303.00
<b>Public Facility Improvement Fund:</b>				
FY Beginning Balance	\$ 923,970.00	\$ 923,970.00	\$ 923,970.00	\$ 0.00
Total Revenues	\$2,158,701.00	\$1,018,701.00	\$ 959,268.00	-\$ 59,433.00
Total Expenses	\$1,978,201.00	\$ 892,011.00	\$ 462,400.00	-\$ 429,611.00
Transfers-Out to General Fund	<u>\$ 350,000.00</u>	<u>\$ 350,000.00</u>	<u>\$ 350,000.00</u>	<u>\$ 0.00</u>
FYE Balance	\$ 754,470.00	\$ 700,660.00	\$ 1,070,838.00	+\$ 370,178.00
<b>Capital Improvement Projects Fund:</b>				
FY Beginning Balance	\$3,685,061.00	\$3,685,061.00	\$3,685,601.00	\$ 0.00
Total Revenues	\$ 171,000.00	\$ 148,500.00	\$ 121,000.00	-\$ 27,500.00
Total Expenditures	\$ 318,800.00	\$ 398,800.00	\$ 417,000.00	+\$ 18,200.00

**VI. NEW BUSINESS CONTINUED**  
**E. Continued.**

<b>Fund Summary</b>	<b>Adopted Budget 9/27/2021</b>	<b>Mid-Year Budget Amendments 5/17/2022</b>	<b>End-of-Year Budget Amendments</b>	<b>Difference in Mid-Year and EOY Amendments</b>
Total Transfers-Out to General Fund	\$ 873,534.00	\$ 738,207.00	\$ 0.00	-\$ 738,207.00
Total Loans to Other Funds	\$ 0.00	\$ 0.00	\$ 432,000.00	+\$ 432,000.00
FYE Balance	\$2,663,727.00	\$2,696,554.00	\$3,389,061.00	+\$ 692,507.00
<b>Other Grants Fund:</b>				
FY Beginning Balance	\$ 260,000.00	\$ 260,000.00	\$ 260,000.00	\$ 0.00
Total Revenues	\$ 300,000.00	\$ 300,000.00	\$ 0.00	-\$ 300,000.00
Total Expenditures	\$ 430,000.00	\$ 430,000.00	\$ 60,000.00	-\$ 370,000.00
FYE Balance	\$ 130,000.00	\$ 130,000.00	\$ 200,000.00	+\$ 70,000.00
<b>Industrial Development Grant Fund:</b>				
FY Beginning Balance	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Revenues	\$ 0.00	\$1,456,482.00	\$ 432,000.00	-\$1,024,482.00
Total Expenditures	\$ 0.00	\$1,456,482.00	\$ 431,024.00	-\$1,025,458.00
FYE Balance	\$ 0.00	\$ 0.00	\$ 976.00	+\$ 976.00
<b>Appropriates Grant Fund:</b>				
FY Beginning Balance	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
FYE Balance	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Law Enforcement Special Fund:</b>				
FY Beginning Balance	\$ 15,600.00	\$ 15,600.00	\$ 15,600.00	\$ 0.00
Total Revenues	\$ 1,000.00	\$ 1,000.00	\$ 300.00	-\$ 700.00
Total Expenditures	\$ 11,500.00	\$ 11,500.00	\$ 200.00	-\$ 11,300.00
FYE Balance	\$ 5,100.00	\$ 5,100.00	\$ 15,700.00	+\$ 10,600.00

**VII. CITY ATTORNEY UPDATE**

- Scheduled to meet with City Staff to review amendments required by the newly adopted Charter;
- City Staff is reviewing draft ordinances regarding food trucks and the use of fireworks; and the termination of Veterans Park Agreement with American Legion;
- Revisions progressing to the Code Enforcement lien reduction matrix;
- Continuing to work on the title of opinion for Cattlemen’s Square in FLAGLER PARK; and the Special Exception Petition for a new cell tower.

**VIII. CITY ADMINISTRATOR UPDATE**

- Working on legislative priorities for 2023;
- The termination notice for the American Legion Veterans Park Use Agreement and revisions to Code Enforcement will be presented soon.

**IX. COUNCIL COMMENTS**

Council Member Chandler thanked Staff for the amount of work completed this year, wished everyone a Happy Thanksgiving.

Council Member Jarriel expressed his appreciation for all those who voted, is looking forward to another four years, and congratulated Mr. David McAuley (in the audience) on his election to the Council.

Council Member Keefe also congratulated all on winning the election. He inquired of the research for an alternate parade route and charging a fee for parades to cover the personnel hours as a special detail. Administrator Ritter responded after looking at all possible options, the parade route would not change.

Council Member Clark was provided November 29<sup>th</sup> at 5:30 P.M. for the annual Tree Lighting. She inquired as to the status of the landscape maintenance bids; the opening is November 21<sup>st</sup>, representatives from three companies attended the mandatory pre-bid meeting.

**X. ADJOURNMENT**

There being no further items of discussion, Mayor Watford adjourned the meeting at 7:01 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

## CODE ENFORCEMENT LIEN PROCESS



NASON, YEAGER, GERSON, HARRIS & FUMERO, PA.  
R. GREGORY HYDEN, ESQ.



# Florida Statutes Chapter 162

## The “Local Government Enforcement Boards Act”

- ▶ Fla. Stat. §162.02: “It is the intent of this part to promote, protect, and improve the health, safety, and welfare of the citizens of the counties and municipalities of this state by authorizing the creation of administrative boards with authority to *impose administrative fines and other noncriminal penalties to provide an equitable, expeditious, effective, and inexpensive method of enforcing any codes and ordinances* in force in counties and municipalities, where a pending or repeated violation continues to exist.” (Emphasis added).
- ▶ Fla. Stat. §162.03(2): “A....municipality may, by ordinance, adopt an alternate code enforcement system that gives....special magistrates....the authority to hold hearings and assess fines against violators of the respective county or municipal codes and ordinances.”
- ▶ Fla. Stat. §162.06(b): “A code inspector may not initiate enforcement proceedings for a potential violation of a duly enacted code or ordinance by way of an *anonymous complaint*. A person who reports a potential violation of a code or an ordinance must provide his or her name and address to the respective local government before an enforcement proceeding may occur.”

# Florida Statutes Chapter 162

## The “Local Government Enforcement Boards Act”

- ▶ Fla. Stat. §162.06(2): “Except as provided in subsections (3) and (4), if a violation of the codes is found, the code inspector shall notify the violator and give him or her a *reasonable time* to correct the violation. Should the violation continue beyond the time specified for correction, the code inspector shall notify [the Special Magistrate] and request a hearing. The [Special Magistrate] shall schedule a hearing, and written notice of such hearing shall be hand delivered or mailed as provided in s. 162.12 to said violator.” (Emphasis added).
- ▶ Fla. Stat. §162.06(3): “If a repeat violation is found, the code inspector shall notify the violator *but is not required to give the violator a reasonable time to correct the violation.*” (Emphasis added).
- ▶ Fla. Stat. §162.06(4): “If the code inspector has reason to believe a violation or the condition causing the violation presents *a serious threat to the public health, safety, and welfare* or if the violation is irreparable or irreversible in nature, the code inspector shall make a reasonable effort to notify the violator and may immediately notify the enforcement board and request a hearing.” (Emphasis added).



# Florida Statutes Chapter 162

## The “Local Government Enforcement Boards Act”

- ▶ Fla. Stat. §162.06(5) “If the owner of property that is subject to an enforcement proceeding before....[the] special magistrate, or court transfers ownership of such property between the time the initial pleading was served and the time of the hearing, *such owner* shall:
  - ▶ (a) Disclose, in writing, the existence and the nature of the proceeding to the prospective transferee.
  - ▶ (b) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceeding received by the transferor.
  - ▶ (c) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding.
  - ▶ (d) File a notice with the code enforcement official of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within 5 days after the date of the transfer.

(Emphasis added).

# Florida Statutes Chapter 162

## The “Local Government Enforcement Boards Act”

- ▶ 162.07 Conduct of hearing.—
- ▶ (2) Each case before an enforcement board shall be presented by the local governing body attorney or by a member of the administrative staff of the local governing body. If the local governing body prevails in prosecuting a case before the enforcement board, it shall be entitled to recover all costs incurred in prosecuting the case before the board and such costs may be included in the lien authorized under s. 162.09(3).
- ▶ (3) All testimony shall be under oath and shall be recorded. The enforcement board shall take testimony from the code inspector and alleged violator. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings.
- ▶ (4) At the conclusion of the hearing, the enforcement board shall issue findings of fact, based on evidence of record and conclusions of law, and shall issue an order affording the proper relief consistent with powers granted herein...The order may include a notice that it must be complied with by a specified date and that a fine may be imposed and, under the conditions specified in s. 162.09(1), the cost of repairs may be included along with the fine if the order is not complied with by said date. A certified copy of such order may be recorded in the public records of the county and shall constitute notice to any subsequent purchasers, successors in interest, or assigns if the violation concerns real property, and the findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns.

# Florida Statutes Chapter 162

## The “Local Government Enforcement Boards Act”

- ▶ Fla. Stat. §162.09(1): A [Special Magistrate] upon notification by the code inspector that an order of the enforcement board has not been complied with by the set time or upon finding that a repeat violation has been committed, may order the violator to pay a fine in an amount specified in this section for each day the violation continues past the date set by the [Special Magistrate] for compliance or, in the case of a repeat violation, for each day the repeat violation continues, beginning with the date the repeat violation is found to have occurred by the code inspector...
- ▶ Fla. Stat. §162.09(2)(a): A fine imposed pursuant to this section shall not exceed \$250 per day for a first violation and shall not exceed \$500 per day for a repeat violation, and, in addition, may include all costs of repairs pursuant to subsection (1). However, if a code enforcement board finds the violation to be irreparable or irreversible in nature, it may impose a fine not to exceed \$5,000 per violation.
- ▶ Fla. Stat. §162.09(b): In determining the amount of the fine, if any, the [Special Magistrate] *shall* consider the following factors:
  - ▶ 1. *The gravity of the violation;*
  - ▶ 2. *Any actions taken by the violator to correct the violation; and*
  - ▶ 3. *Any previous violations committed by the violator.*
- ▶ Fla. Stat. §162.09(c): A [Special Magistrate] *may reduce a fine imposed pursuant to this section.*
- ▶ Fla. Stat. §162.09(d): In addition to such fines, a special magistrate may impose additional fines to cover all costs incurred by the local government in enforcing its codes and all costs of repairs pursuant to subsection (1). *Any ordinance imposing such fines shall include criteria to be considered by the special magistrate in determining the amount of the fines, including, but not limited to, those factors set forth in paragraph (b).*

# Code Enforcement Ordinance

- ▶ Sec. 18-31: “It is the intent of this article to promote, protect, and improve the health, safety and welfare of the citizens of the city by authorizing the creation of administrative boards with authority to impose administrative fines and other noncriminal penalties to provide an equitable, expeditious, effective, and inexpensive method of *enforcing any codes and ordinances* in force in the city where a pending or repeated violation continues to exist.” (Emphasis added).
- ▶ Sec. 18-33: “‘Local Government Code Enforcement Boards Act,’ is adopted in its entirety, as presently written or as hereafter amended by the state legislature, as substantive authority for, and to proscribe procedures for, the establishment, organization, and operations of the local code enforcement program for the city.”
- ▶ Sec. 18-34: “All code enforcement operations for the city shall be administratively handled through the police chief, who shall....take complaints; process complaints; direct the *code enforcement officers or law enforcement officers* in the investigation into such complaints; schedule code enforcement hearings;....prepare and record official acts and orders of the special magistrate; prepare and file any liens as directed by the special magistrate; and to generally be responsible for all operation and record keeping for the city's code enforcement program.”

# Code Enforcement Ordinance

- ▶ Sec. 18-35:
- ▶ (a) Any first-time violators of any city ordinance or code, or those not considered to be repeat violators as defined in [section 18-32](#), are required to correct the alleged violation upon receipt of a first notice of violation from the city. If such violation is not corrected, and a second notice must be sent, then the city shall assess and collect from the violator an administrative fee of \$50.00 for processing the complaint, plus any additional expense incurred in long distance phone charges; certified mail expense, recording charge, or any such other reasonable administrative expense incurred in processing the complaint, which excludes the salary of the code enforcement officer or city employees, regardless of whether the violator should come into compliance with the cited ordinance or code prior to the public hearing on the violation.
- ▶ (b) For those persons who qualify as repeat violators by this article, upon the initiation and processing by the city of any complaint for being in violation of a city ordinance or code, the city shall assess and collect from the violator an administrative fee of \$100.00 for processing the complaint, plus any additional expense incurred in long distance phone charges; certified mail expense, recording charge, or any such other reasonable administrative expense incurred in processing the complaint, which excludes the salary of the code enforcement officer or city employees, regardless of whether the violator should come into compliance with the cited ordinance or code prior to the public hearing on the violation.

# Code Enforcement Ordinance

- ▶ Sec. 18-37a) ...[T]he city enacts a system of enforcement of city codes, or such other duties as assigned by the city council, and to retain a magistrate to hear, determine and issue orders on matters of code violations as may be filed by the code officer for the City of Okeechobee.
- ▶ Sec. 18-37 (a) The magistrate shall have all powers created by F.S. ch. 162. Additionally, the magistrate shall have all powers delegated by the city council relating to the exercise of its police powers pursuant to F.S. ch. 166. The magistrate shall have the express power to:
  - ▶ (1) Adopt rules for the conduct of code enforcement meetings and hearings.
  - ▶ (2) Subpoena alleged violators and witnesses.
  - ▶ (3) Subpoena evidence as necessary for hearings, including but not limited to physical and documentary evidence, such as records, surveys, plats and photographs.
  - ▶ (4) Take testimony under oath.
  - ▶ (5) Issue orders having the force and effect of law which can command whatever steps are necessary to bring a violation into compliance, such decision to be made at the hearing and reduced to writing and mailed to the violator within ten working days thereafter.
  - ▶ (6) Establish and enforce fines pursuant to this municipal code.
  - ▶ (7) *Authorize the reduction of any fine he or she has imposed.*

# Code Enforcement Ordinance

- ▶ Sec. 18-73 - “The city code enforcement officer shall investigate, write violations, and enforce code violations as necessary....Except in the case of a repeat violator or service threat to the public's health, safety or welfare, or violation threatening imminent or irreparable harm to persons or property, the code officer shall first, prior to issues a citation, provide the violator with a courtesy letter outlining the nature of the violation, and the time periods provided for correction of the problem(s), *which shall be not less than five days nor more than 30 days*, as deemed appropriate considering the nature of the violation.” (Emphasis added).
- ▶ Sec. 18-76. – “To achieve uniformity of penalty and enforcement in the process of code enforcement, the code enforcement officer...should observe and follow the listed penalties for the various code violations listed hereafter. Nothing shall prevent however, the code enforcement officer *from issuing a lower or higher fine*, than that suggested by this article, of up to \$250.00 for a first violation and up to \$500.00 for second and subsequent violations, when considering the following factors:
  - ▶ (1) The gravity of the violation and effect of neighboring properties.
  - ▶ (2) Any actions taken by the violator to correct the problem(s) after their courtesy letter.
  - ▶ (3) Any previous findings of violations by such violator on the subject property or against other properties owned by such violator.
  - ▶ (4) The length of time the violation has existed.
  - ▶ (5) The degree of co-operation offered by the violator in correcting the problem(s).

# Lien Reductions

- ▶ City staff recommend amending the City of Okeechobee's Ordinances to specify that the below criteria are what the Magistrate considers when reviewing lien reductions requests:
  - ▶ The gravity of the violation
  - ▶ Whether the maximum fine was imposed originally or whether the City imposed a lesser fine
  - ▶ Any actions taken by the violator to correct the violation
  - ▶ Any previous violations committed by the violator
  - ▶ The property must be in full compliance
  - ▶ Liens can only be reduced a maximum of 50%
  - ▶ An applicant can only seek a reduction once
  - ▶ The applicant cannot have any other open code violations for any other property in the City or any liens on the property
- ▶ City staff recommend amending the Lien Reduction Application to specify that the City staff will evaluate lien reduction requests based upon the below criteria:
  - ▶ The gravity of the violation
  - ▶ Exigent circumstances that were the underlying reason for the untimely compliance
  - ▶ The duration of the code violation
  - ▶ Applicant history of unsatisfied code violations or liens



**TERMINATION OF GRANT OF LICENSE**

THIS **TERMINATION OF GRANT OF LICENSE** is made by the CITY OF OKEECHOBEE, FLORIDA, a Florida municipal corporation (hereinafter "CITY") on this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**WHEREAS**, the AMERICAN LEGION MEMORIAL POST NUMBER 64 OF OKEECHOBEE, FLORIDA (hereinafter "LEGION") is the grantee under a certain Grant of License (the "LICENSE") from the CITY dated September 2, 1997, attached hereto as Exhibit A; and

**WHEREAS**, the LICENSE grants to LEGION the right to "to erect in the Easternmost block of the [area of the City known as] Downtown Park, lying between State Road 15 (U.S. Highway 441 South) and Southeast 2<sup>nd</sup> Avenue, a monument/memorial dedicated to Veterans and members of the armed forces to serve as an 'Wall of Honor', which may include installation of other items or memorabilia related to the armed forces" (hereinafter "VETERANS SQUARE"); and

**WHEREAS**, the LICENSE requires the LEGION to "assume all responsibility and liability for the monuments or other structures or exhibits located on or with the Wall of Honor"; and

**WHEREAS**, the LICENSE reserves to the CITY "the right to terminate [the LICENSE] and the described uses upon actual public necessity or for valid Municipal purposes upon 90-days advance notice"; and

**WHEREAS**, the CITY is now undertaking an initiative to restore and enhance VETERANS SQUARE, and, as such, it finds it both a valid municipal purpose and in the public interest to preserve and maintain the Wall of Honor and monuments or other structures or exhibits located on or with the Wall of Honor (the "IMPROVEMENTS"); and

**WHEREAS**, the CITY desires to terminate the LICENSE and any rights and duties associated therewith.

**NOW, THEREFORE:**

1. The CITY hereby terminates the LICENSE.
2. The CITY shall assume all responsibility to maintain the IMPROVEMENTS, to keep the same in repair, and to maintain utility service thereto.
3. The CITY shall coordinate with Veterans service organizations within Okeechobee to ensure that the CITY's maintenance of the IMPROVEMENTS remains consistent with both the CITY's and the Veterans service organizations' desire to honor CITY Veterans and members of the armed forces who have served, protected, and defended our nation.
4. The CITY Clerk shall cause this Termination of License to be recorded in the public records of Okeechobee County, Florida.

**IN WITNESS WHEREOF**, CITY sets its hand and seal on the aforesaid date.

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

**ATTEST:**

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

**REVIEWED FOR LEGAL SUFFICIENCY:**

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

## EXHIBIT A, TERMINATION OF GRANT OF LICENSE

### GRANT OF LICENSE

STATE OF FLORIDA  
COUNTY OF OKEECHOBEE

THIS INDENTURE, made and entered into this 2nd day of September, 1997, by and between the CITY OF OKEECHOBEE, FLORIDA, a municipal corporation existing under the laws of the State of Florida;

GRANTORS, and

The AMERICAN LEGION Memorial Post # 64 of Okeechobee, Florida, by and through its officers and members,

GRANTEES;

WHEREAS Grantor is possessed of the area of the City known as the "Downtown Park", in between North and South Park Streets in conjunction with the Hamrick Trust; and

WHEREAS the Grantees have requested permission to erect a Wall of Honor dedicated to Okeechobee Veterans and members of the armed forces who have served, protected and defended our Nation to be placed in the Easternmost block of the Park between S.R. 15 and S.W. 2nd Avenue, and the Grantor finds such use serves a valid Municipal purpose; and

WHEREAS Grantor has licensed other uses of Public areas of the City for legitimate benevolent, fraternal or charitable organizations, and has the authority to execute such permissions, and the Grantee agrees to act as agent for, and in conjunction with, all other Veterans organizations within Okeechobee County, Florida in this endeavor; and

WHEREAS Grantor has agreed in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the sufficiency of which is herein acknowledged, to grant to Grantee and all other Veterans' organizations within Okeechobee County, Florida similarly situated, for the purposes and in the manner expressed below;

NOW, THIS INDENTURE WITNESSETH:

The Grantees are granted a license for full and free right and liberty for them and their members, guests, servants, agents, employees, visitors, licensees, in common with all persons having the like right, at all times hereafter, for all purposes connected with the use and enjoyment of the land of the Grantee and those likely situated for whatever purpose the land from time to time lawfully may be used and enjoyed, to erect in the Easternmost block of the Downtown Park, lying between S.R. 15 (Hwy. 441 South) and S.E. 2nd Avenue, a monument/memorial dedicated to Veterans and members of the armed forces to serve as an "Wall of Honor", which may include installation of other items or memorabilia related to the armed forces, to be erected substantially in accord with, and as described and planned in the proposed construction drawings submitted to the City on June 3, 1997, which plan is incorporated herein.

TO HAVE AND TO HOLD the license as granted unto Grantee, its successors in interest and those likely situated as described above, for a period in perpetuity, unless earlier terminated as hereinafter set forth.

It is understood that the license is given upon the express understanding and condition that it may be continue to be also used by Grantor, its assigns, and all members of the general public without restriction, in conjunction with the uses of Grantee, however recognizing that such Public use shall not infringe upon or interfere with the dignity and respect due the Veterans as depicted by the Wall of Honor.

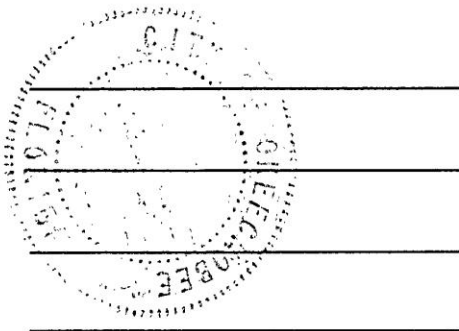
It is further understood that Grantee may improve, maintain and otherwise construct a permanent monument, in conformity with State and local code or ordinance, and Grantor in no way will be bound to improve, maintain or construct the monuments and/or other improvements, or to keep it in repair, or to maintain utility service; nor do Grantor assume any liability or responsibility to Grantee using the land by invitation, express or implied, or by reason of any business conducted with Grantee, or otherwise.

The Grantor shall however, continue to maintain at its own expense, and in its own discretion, that area of said Park which includes grass, sprinkler systems, edging, & shrubbery, as it provides and in a similar manner to other areas of the Park. In the event the Grantor must relocate the irrigation system or other improvement to accommodate the Grantees uses, then Grantee shall reimburse the Grantor for actual costs associated with such work.

In return for this grant of license, the Grantee shall assume all responsibility and liability for the monuments or other structures or exhibits located on or with the Wall of Honor, and shall hold the City of Okéechobee, its assigns, and the Hamrick Trust and its beneficiaries harmless from any claim, demand, action or suit which alleges personal injury or loss of life or property arising out of the use of the designated portion of the Downtown Park by the Grantee, its agents, invitees or members who may visit said memorial.

This license and permission to use this area of the Park, as well as the right to erect monuments shall not be unreasonably restricted or terminated by the Grantor; however, Grantor or its assigns reserves the right to terminate this license and the described uses upon actual public necessity or for valid Municipal purposes upon 90 days advance notice.

IN WITNESS WHEREOF, Grantor and Grantee have set their hand and seal on the day and year above written.



James E. Kuhl  
MAYOR, CITY OF OKEECHOBEE

ATTEST: Bonnie Thomas  
CITY CLERK

Herb Jones  
AMERICAN LEGION POST #64  
by: Chairman



Memo

To: Gary Ritter, City Administrator  
From: David Allen, Public Works Director  
Date: 11/29/2022  
Re: Public Works SE 4<sup>th</sup> Street Stormwater Improvements Engineering Services PO Request

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The Public Works Department is requesting a Purchase order for \$33,990.00 to Kimley Horn Engineers for Engineering Design and Bid Assistance for the SE 4<sup>th</sup> Street Stormwater Improvements project. The SE 4<sup>th</sup> Street Stormwater project is a \$300,000.00 FDEP grant funded project for water quality improvements. Funding for these services were included in the 2022-2023 budget. Engineering services were not included in the initial grant request; therefore, this expense will not be reimbursed under the grant. The services provided under this agreement will provide us with the necessary engineering design and bid preparation services needed to take the project to bid.

November 29, 2022

David Allen  
Public Works Director  
City of Okeechobee  
55 SE 3<sup>rd</sup> Avenue  
Okeechobee, FL 34974

**Re: Professional Services for SE 4th Street Drainage Improvements Project**

Dear Mr. Allen:

Kimley-Horn and Associates, Inc., (“Kimley-Horn”) is pleased to submit this proposal to the City of Okeechobee (“City”) for professional civil engineering services for improvements to the drainage system on SE 4<sup>th</sup> Street, (the “Project”) located in Okeechobee County, Florida. Our project understanding, scope of services, and fee are described below.

***Project Understanding***

The project consists of preparation of construction documents for the implementation of a hydrodynamic separator, which was selected by the City based on conclusions of a feasibility study performed under a separate contract. The existing drainage system collects stormwater from Parrot Ave and SE 4<sup>th</sup> Street which discharges via a 48-inch reinforced concrete pipe (RCP) outfall at Taylor Creek. The hydrodynamic separator will be located immediately upstream from the outfall. Taylor Creek is a tributary to Lake Okeechobee, which is classified as an impaired water body by Florida Department of Environmental Protection (FDEP) with total maximum daily load (TMDL) thresholds.

***Scope of Services***

**TASK 1 – DATA COLLECTION AND SITE VISIT**

Kimley-Horn will utilize Sunshine 811 to coordinate with franchise utility owners in the project area to request record drawings of existing utilities. A topographic survey of the project area will be obtained, utilizing a subconsultant. Kimley-Horn will facilitate an in-person project Kick-off meeting at City Hall. After the Kick-off meeting Kimley-Horn will travel to the project area to conduct one (1) site visit.

A drainage analysis of the SE 4<sup>th</sup> street drainage basin will be performed by Kimley-Horn to identify the total anticipated flow for the outfall at SE 4<sup>th</sup> street. The calculated flow will be used to size the hydrodynamic separator. The Natural Resources Conservation Service (NRCS) TR-55 worksheets will be utilized to perform this analysis.

Kimley-Horn will coordinate with separator manufacturer to support the development of construction documents for the SiteSaver hydrodynamic separator.

**TASK 2 – CIVIL ENGINEERING DESIGN AND CONSTRUCTION PLANS**

After data collection is complete, Kimley-Horn will develop a base map in AutoCAD for the construction plans from the information gathered in Task 1. Kimley-Horn will develop 90% construction plans,

technical specifications, and an opinion of probable construction cost. The construction plans are anticipated to include the following sheets:

- Cover Sheet (1)
- General Notes (1)
- Drainage Plan (1)
- Drainage Details (1)

Kimley-Horn will host a virtual review meeting with the City to discuss the 90% construction documents. Kimley-Horn will then develop 100% construction plans, technical specifications, and opinion of probable construction cost.

### TASK 3 – BID PHASE ASSISTANCE

Kimley-Horn will attend a Pre-Bid meeting and assist the City in answering any questions from the bidders/contractors. Kimley-Horn will provide necessary revisions to the construction documents as a result of the requests for information received during the bidding process. Kimley-Horn will review the apparent low bid and provide a summary of findings to the City. It is understood that the City will prepare the 'front-end' bidding documents and administer the bidding process.

### **Additional Services**

Any services not specifically provided for in the above scope, as well as changes in the scope requested by the City, will be considered additional services and will be performed based on proposals approved prior to performance of the additional services. Additional services we can provide include, but are not limited to, the following:

- Environmental inspection or assessment.
- Inspections via underwater diving.
- Permitting assistance.
- Services required by additional governmental regulations, which might be put into effect after the date of this agreement.
- Meetings with Client or reviewing agencies other than those listed above.
- Geotechnical Services
- Archeological Services
- Grant Administration Services
- Construction Phase Services.

### ***Information and Services Provided by Client***

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Available project record drawings.

- Access to the property.

### **Schedule**

We will provide our services as expeditiously as practicable with the goal of meeting a mutually-agreed-upon schedule.

### **Fee and Expenses**

Kimley-Horn will perform the services in Tasks 1-3 for the total lump sum fee listed below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the City.

Task 1 – Data Collection and Site Visit	\$12,280.00
Task 2 – Civil Engineering and Construction Plans	\$15,875.00
<u>Task 3 – Bid Phase Assistance</u>	<u>\$5,795.00</u>
Total Lump Sum Fee	\$33,990.00

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

## **Closure**

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the Executed Contract Agreement for Professional Engineering Services between the City of Okeechobee and Kimley-Horn and Associates, Inc. dated January 18<sup>th</sup>, 2022, which are incorporated by reference. As used in the Agreement, "Engineer" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to The City of Okeechobee.

Kimley Horn will begin services after receiving a fully executed Task Assignment from the City of Okeechobee.

We appreciate the opportunity to perform this service for you! Please contact me at (561) 840-0820 or [kevin.schanen@kimley-horn.com](mailto:kevin.schanen@kimley-horn.com) if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

By: Kevin Schanen, P.E.  
Principal