



**CITY OF OKEECHOBEE  
CITY COUNCIL  
JANUARY 19, 2021  
LIST OF EXHIBITS**

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Draft Minutes            January 5, 2020

Warrant Register        December 2020

Exhibit 1                General Employee Pension Fund Board Appointment  
Exhibit 2                Special Magistrate Fine Reduction, 1124 SW 8<sup>th</sup> Street  
Exhibit 3                Special Magistrate Fine Reduction, 501 East North Park Street  
Exhibit 4                Award RFQ ADM 03-32-09-20, Professional Landscape Architect  
Exhibit 5                Police Services Coordinator position



**CITY OF OKEECHOBEE, FLORIDA**  
**JANUARY 5, 2021, REGULAR CITY COUNCIL**  
**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 Tuesday, January 5, 2021, 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 Mr. Jim Clark, followed by the Pledge of Allegiance led by Council Member Jarriel.

Notation: During qualifying in August 2020, Council Member Abney did not seek to qualify to run for City Council. Monica Clark and Russ Cale qualified to fill the two seats and were deemed elected by default to take office on January 4, 2021. Mr. Cale resigned November 30, 2020, causing the City Clerk to proceed with organizing a Special Election. Mr. Abney will remain as a Council Member until an individual is elected.

**II. ATTENDANCE**

To establish a quorum, roll was taken by City Clerk Lane Gamiotea. Members present: Mayor Dowling R. Watford, Jr., Council Members Monica Clark, Bob Jarriel, and Bobby Keefe. Council Member Wes Abney was absent.

**III. AGENDA AND PUBLIC COMMENTS**

- A.** No items were added, deferred, or withdrawn from the agenda.
- B.** Motion by Council Member Jarriel, seconded by Council Member Keefe to approve the agenda as presented. **Motion Carried Unanimously.**
- C.** There was one comment card submitted for public participation for issues not on the agenda. Mr. Kevin Kenny informed the Council he would no longer be covering the news of the City for WOKC; Mr. Charles Murphy has returned. Mr. Kenny expressed his appreciation to the Council and Staff for being accessible, gracious and patient with him over the last three years.

**IV. ELECTION OF MAYOR**

- A.** Mayor Watford opened the floor to receive nominations for Mayor. Council Member Keefe nominated Dowling R. Watford, Jr. No other nominations were offered.
- B.** Motion by Council Member Keefe, seconded by Council Member Jarriel to appoint Dowling R. Watford, Jr. to serve a two-year term as Mayor beginning January 5, 2021 [or until their successor is appointed and qualified]. **Motion Carried Unanimously.**

**V. CONSENT AGENDA**

Motion by Council Member Clark, seconded by Council Member Keefe to approve consent agenda items **A**, December 15, 2020 Regular Meeting minutes, and **B**, amendment of New Business Item VI.E. of the November 5, 2020 Regular Meeting minutes. **Motion Carried Unanimously.**

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

- A.** Motion by Council Member Clark, seconded by Council Member Jarriel to read proposed Ordinance No. 1221 by title only, updating the 5-Year Schedule of the Comprehensive Plan Capital Improvements. **Motion Carried Unanimously.**

Attorney Fumero read proposed Ordinance No. 1221 by title only as follows: "AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; UPDATING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS OF THE CITY'S COMPREHENSIVE PLAN AS MANDATED BY FLORIDA STATUTES SECTION 163.3177(3)(b); PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE." No public comments were offered.

Motion by Council Member Jarriel, seconded by Council Member Clark to adopt proposed Ordinance No. 1221. **Motion Carried Unanimously.**

**MAYOR WATFORD CLOSED THE PUBLIC HEARING AT 6:11 P.M.**

**VII. NEW BUSINESS**

- A.** Nominations were considered for two-year appointments of the City Liaison to various Boards and Committees.
  - 1. Central Florida Regional Planning Council: Regular Council Member Keefe, Alternate Council Member Jarriel.
  - 2. Treasure Coast Regional League of Cities: Regular Council Member Jarriel, Alternate Council Member Abney.
  - 3. Treasure Coast Council of Local Governments: Regular Mayor Watford, Alternate Council Member Abney.
  - 4. Okeechobee County Healthy Start Coalition: Council Member Clark.
  - 5. Okeechobee County Tourist Development Council: Regular Council Member Clark, Alternate Council Member Abney.
  - 6. Okeechobee Main Street: Regular Council Member Keefe.
  - 7. Chamber of Commerce of Okeechobee County: Public Works Director Allen.
  - 8. Okeechobee Historical Society: Mayor Watford.
  - 9. Battle of Okeechobee Re-enactment Committee: Mayor Watford.
  - 10. Shared Services of Okeechobee Executive Round Table: Mayor Watford.
  - 11. Okeechobee County Juvenile Justice Council: Mayor Watford.
  - 12. Hendry, Okeechobee and Glades Opioid Consortium: Mayor Watford.
  
- B.** Motion by Council Member Jarriel, seconded by Council Member Keefe to appoint Mrs. Robbie Chartier, Ms. Susanne Clemons, Mr. Bert Culbreth, Ms. Regina Hamrick, Mr. Frank Irby, Ms. Kathy Scott, and Mrs. Denise Whitehead as regular members, Mrs. Jennifer Tewksbury, and Mr. Gregg Maynard as alternate members to the Flagler Park Design Review Advisory Committee. **Motion Carried Unanimously.**
  
- C.** Motion by Council Member Clark, seconded by Council Member Keefe to renew the Code Enforcement Special Magistrate Contract with Roger Azcona, Esquire retro-active to November 30, 2020 [for a period of two-years]. **Motion Carried Unanimously.**
  
- D.** Motion by Council Member Clark, seconded by Council Member Jarriel to approve engineering services to Culpepper & Terpening, Inc. in the amount of \$9,390.00 for Southeast 6<sup>th</sup> Street [Florida Department of Transportation Grant No. FPN 440373-1-54-01] and \$28,070.00 for Southeast 3<sup>rd</sup> Avenue [Florida Department of Transportation Grant No. FPN 440372-1-54-01], totaling \$37,460.00 for Street Milling and Resurfacing [Construction Engineering and Inspection Services]. **Motion Carried Unanimously.**

**VIII. CITY ATTORNEY UPDATE**

City Attorney Fumero provided a litigation update on the pending action in Circuit Court proceedings pertaining to Code Enforcement Cases [a copy of the memorandum was incorporated into the minute file].

**IX. COUNCIL COMMENTS**

Council Members Jarriel and Keefe thanked all applicants of the Flagler Park Design Review Committee. Council Member Clark thanked everyone for the Investiture Ceremony held prior to the meeting in her honor.

- X.** Mayor Watford adjourned the meeting at 6:58 P.M.

Submitted By:

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Lane Gamiotea, CMC, City Clerk

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

**City of Okeechobee  
Check Register**

Check Dates 12/01/20 thru 12/31/20, Cash Account 001-101.2100 only, Including Reconciled Checks

Number	Date	Amount	Vendor	Payee	Voided
42462	12/01/20	55.00	AUREL	Aurelio Almazan	
42463	12/01/20	55.00	C ROMERO	Cesar Romero	
42464	12/02/20	136,548.63	PAYR	City Of Okeechobee Payroll Account	
42465	12/04/20	90.00	ACEP	ACE Pest Control, Inc.	
42466	12/04/20	195.00	ASABE	ASABE	
42467	12/04/20	18.92	ADVANCE	Advance Auto Parts	
42468	12/04/20	120.00	APEXPCI	Apex Pest Control, Inc.	
42469	12/04/20	48.97	ARDE	Ardex	
42470	12/04/20	131.02	BOA4	Bank of America - 0752 fka 9846 FD	
42471	12/04/20	1,848.75	BOAPW	Bank of America - 2303 fka 9233 PW	
42472	12/04/20	981.56	BOADMIN	Bank of America - 2709 fka 0257 Admin	
42473	12/04/20	705.46	BOA12	Bank of America - 7178 fka 6737 PD#2	
42474	12/04/20	224.20	BOA2	Bank of America - 9852 fka 8540	
42475	12/04/20	1,194.72	BOA-BERN	Bank of America-3135 Bernst	
42476	12/04/20	3,600.00	CRI	Carr, Riggs & Ingram, LLC	
42477	12/04/20	17.38	CL - LD	CenturyLink	
42478	12/04/20	2,197.25	CL LOCAL	CenturyLink	
42479	12/04/20	100.00	CHAK	Charles Akers Jr	
42480	12/04/20	90.10	CITY	City Electric Supply Co.	
42481	12/04/20	300.00	FITN	Fitness Factory	
42482	12/04/20	4,000.00	GABR	Gabriel Roeder Smith	
42483	12/04/20	234.10	GLAD	Glades Air Conditioning	
42484	12/04/20	55.00	HPC	Highland Pest Control	
42485	12/04/20	940.00	ICMM	ICMA Membership Renewals	
42486	12/04/20	2,426.90	ICS	ICS Computers Inc.	
42487	12/04/20	187.95	IEPI	Ideal Embroidered Patch, Inc.	
42488	12/04/20	55.63	IR	India Riedel	
42489	12/04/20	180.00	JP	James Pickering	
42490	12/04/20	181.65	KYOCERA	KYOCERA Document Solutions Southeast	
42491	12/04/20	500.00	LM	Les McGee	
42492	12/04/20	600.00	MAPA	Michael Adelberg, PA	
42493	12/04/20	38.95	OREI	O'Reilly Auto Parts	
42494	12/04/20	67,101.71	PRMG1	PRM - Health Insurance	
42495	12/04/20	2,779.27	PRMG3	PRM - Life, LTD & STD	
42496	12/04/20	1,830.86	PRMG3	PRM - Life, LTD & STD	
42497	12/04/20	2,537.34	PRMG2	PRM - Vision & Dental	
42499	12/04/20	1,811.28	SQC	Scott's Quality Cleaning	
42500	12/04/20	13.75	S101	Security 101	
42502	12/04/20	420.38	STATE FL	State of Florida Disbursement Unit	
42503	12/04/20	20.00	SUP	Superior Water Works, Inc.	
42504	12/04/20	423.82	SUPP	Supplyline	
42505	12/04/20	2,317.64	TEN-	Ten-8 Fire Equipment, Inc.	
42506	12/04/20	83.64	TR	Thomson Reuters	
42507	12/04/20	22.99	TIZO	Tire Zone of Okeechobee, Inc.	
42508	12/04/20	22.50	TCMA	Treasure Coast Medical Associates	
42509	12/04/20	200.00	TYLERST	Tyler Stahl	
42510	12/04/20	50.47	W&WL	W & W Lumber Company of Okeechobee	
42511	12/04/20	3,935.45	WEXB	WEX Bank	
42512	12/15/20	7,004.92	PAYR	City Of Okeechobee Payroll Account	

**City of Okeechobee  
Check Register**

Check Dates 12/01/20 thru 12/31/20, Cash Account 001-101.2100 only, Including Reconciled Checks

Number	Date	Amount	Vendor	Payee	Voided
42513	12/16/20	129,729.11	PAYR	City Of Okeechobee Payroll Account	
42514	12/18/20	160.43	ADVANCE	Advance Auto Parts	
42515	12/18/20	91.00	BRETJOHN	Bret Johnson	
42516	12/18/20	2,725.00	CASGSLLC	CAS Governmental Services, LLC	
42517	12/18/20	227.58	CITTECH	CIT Technology Finance Service, Inc.	
42518	12/18/20	325.00	CITTECH	CIT Technology Finance Service, Inc.	
42519	12/18/20	200.00	CHAK	Charles Akers Jr	
42520	12/18/20	321.02	CITY	City Electric Supply Co.	
42521	12/18/20	98.00	PETT	City Of Okeechobee - Petty Cash	
42522	12/18/20	139.64	COMCAST	Comcast	
42523	12/18/20	48.93	COMCAST	Comcast	
42524	12/18/20	134.64	COMCAST	Comcast	
42525	12/18/20	72.00	DAAL	David Allen	
42526	12/18/20	3.84	FDOT	FDOT	
42527	12/18/20	3,353.84	FEINTL	Federal Eastern International, Inc.	
42528	12/18/20	400.00	FDOH	Florida Department of Health - EMS/911	
42529	12/18/20	118.08	FPU	Florida Public Utilities	
42530	12/18/20	151.50	GILOUT	Gilbert Outdoors	
42531	12/18/20	2,200.00	GMI	Global Mapping, Inc.	
42532	12/18/20	35.00	HPC	Highland Pest Control	
42533	12/18/20	567.09	HOME	Home Depot Credit Services	
42534	12/18/20	478.77	IMS	IMS	
42535	12/18/20	4,217.88	IRSC	Indian River State College	
42536	12/18/20	40.21	KYOCERA	KYOCERA Document Solutions Southeast	
42537	12/18/20	3,500.00	LARU	LaRue Planning & Mngmnt Services, Inc.	
42538	12/18/20	700.00	LM	Les McGee	
42539	12/18/20	766.06	MES	Municipal Emergency Services	
42540	12/18/20	19.98	OREI	O'Reilly Auto Parts	
42541	12/18/20	740.22	OKEE	Okeechobee A/C & Ref., Inc.	
42542	12/18/20	240.00	OKFI	Okeechobee Fitness Center	
42543	12/18/20	261.28	PORTER	Porter Lee Corporation	
42544	12/18/20	36.40	RABON	Rabon's Country Feed	
42545	12/18/20	546.16	REIN	Red Ink Printing	
42546	12/18/20	94.37	SATC	Salem Trust Company	
42547	12/18/20	283.50	SKULL	Skull Hill Steel	
42548	12/18/20	387.47	SMITH	Smith Equipment Repair	
42549	12/18/20	200.54	SPRINT	Sprint	
42550	12/18/20	420.38	STATE FL	State of Florida Disbursement Unit	
42551	12/18/20	92.30	SUPP	Supplyline	
42552	12/18/20	337.73	TRAC	T.R.A.C. Refrigeration	
42553	12/18/20	1,362.00	TASO	Target Solutions Learning	
42554	12/18/20	200.00	THEFETTE	The Fetterman Firm	
42555	12/18/20	83.64	TR	Thomson Reuters	
42556	12/18/20	169.00	THRE	Thread Works Embroidery, LLC	
42557	12/18/20	604.95	TIZO	Tire Zone of Okeechobee, Inc.	
42558	12/18/20	50.00	TRANSU	TransUnion Risk & Alternative Data	
42559	12/18/20	2,690.00	TCMA	Treasure Coast Medical Associates	
42560	12/18/20	455.74	VERI	Verizon Wireless	
42561	12/18/20	41.61	W&WL	W & W Lumber Company of Okeechobee	

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Number	Date	Amount	Vendor	Payee	Voided
42562	12/18/20	32,047.68	WAST	Waste Management Inc. of Florida	
42563	12/18/20	21,126.00	ESCRIBE	eScribe Software	
42564	12/31/20	516.56	AFLAC	American Family Life Assurance Co.	
42565	12/31/20	60.00	APEXPCI	Apex Pest Control, Inc.	
42566	12/31/20	161.43	AUTO SUP	Auto Supply of Okeechobee, Inc.	
42567	12/31/20	313.06	CITTECH	CIT Technology Finance Service, Inc.	
42568	12/31/20	55.97	CITTECH	CIT Technology Finance Service, Inc.	
42569	12/31/20	11,000.00	CRI	Carr, Riggs & Ingram, LLC	
42570	12/31/20	16.96	CL - LD	CenturyLink	
42571	12/31/20	2,207.73	CL LOCAL	CenturyLink	
42572	12/31/20	100.00	CHAK	Charles Akers Jr	
42573	12/31/20	280.84	CITY	City Electric Supply Co.	
42574	12/31/20	171.41	EMCN	EMC National Life Company	
42575	12/31/20	2,499.41	FPL	Florida Power & Light Company	
42576	12/31/20	361.23	GALL	GALLS, LLC	
42577	12/31/20	2,700.00	HCI	HCI College	
42578	12/31/20	5,200.00	JCNEW	JC Newell Const. Inspect. Services, Inc.	
42579	12/31/20	45.02	KYOCERA	KYOCERA Document Solutions Southeast	
42580	12/31/20	311.49	KELLEY	Kelley Margerum	
42581	12/31/20	30.90	LEGAL SH	LegalShield	
42582	12/31/20	400.00	LM	Les McGee	
42583	12/31/20	238.41	LIBERTY	Liberty National Life Ins. Co.	
42584	12/31/20	25.96	OREI	O'Reilly Auto Parts	
42585	12/31/20	300.00	OAPI	Okeechobee Auxiliary Police, Inc.	
42586	12/31/20	18,438.28	OK	Okeechobee County Sheriffs Office	
42587	12/31/20	2,107.26	OKEENEWS	Okeechobee News c/o Independent Newspaper	
42588	12/31/20	1,029.99	OKEESHOO	Okeechobee Shooting Sports	
42589	12/31/20	1,298.07	OUA	Okeechobee Utility Authority	
42590	12/31/20	350.01	PF&PO	Prof. Firefighters & Paramedics of Okee	
42591	12/31/20	30.00	SELECTSH	Select Shred	
42592	12/31/20	420.38	STATE FL	State of Florida Disbursement Unit	
42593	12/31/20	100.79	SUPP	Supplyline	
42594	12/31/20	248.00	TRAC	T.R.A.C. Refrigeration	
42595	12/31/20	100.00	TRNE	Trevor Nelson	
42596	12/31/20	234.79	USB	US Bank Equipment Finance	
42597	12/31/20	35.00	UNWA	United Way	
42598	12/31/20	578.57	WALMART	Walmart Community/SYNCB	
42599	12/30/20	144,215.74	PAYR	City Of Okeechobee Payroll Account	
Total Printed			136	Checks	657,976.99

**City of Okeechobee**  
**Check Register**

Check Dates 12/01/20 thru 12/31/20, Cash Account 301-101.2100 only, Including Reconciled Checks

Number	Date	Amount	Vendor	Payee	Voided
3285	12/04/20	1,291.29	B&BS	B & B Site Development	
3286	12/04/20	1,941.94	BOAPW	Bank of America - 2303 fka 9233 PW	
3287	12/04/20	50.25	CITY	City Electric Supply Co.	
3288	12/04/20	3,849.58	JMCL	JMC Landscaping Services, Inc.	
3289	12/04/20	2,266.00	USA	USA Services of Florida, Inc.	
3290	12/18/20	414.33	CITY	City Electric Supply Co.	
3291	12/18/20	4,875.36	FPL	Florida Power & Light Company	
3292	12/18/20	626.18	HOME	Home Depot Credit Services	
3293	12/18/20	547.10	SPI	Safety Products Inc.	
3294	12/18/20	90.29	W&WL	W & W Lumber Company of Okeechobee	
3295	12/31/20	766.50	CAC	Community Asphalt Corporation	
Total Printed			11	Checks	16,718.82

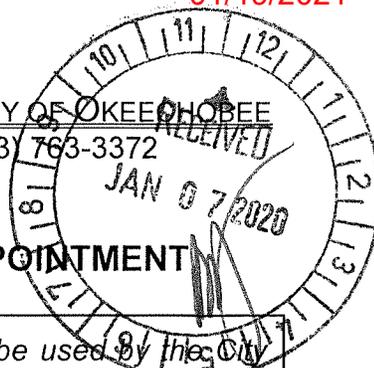
**City of Okeechobee**  
**Check Register**

Check Dates 12/01/20 thru 12/31/20, Cash Account 304-101.2100 only, Including Reconciled Checks

Number	Date	Amount	Vendor	Payee	Voided
1833	12/18/20	1,196.00	BOAPW	Bank of America - 2303 fka 9233 PW	
1834	12/18/20	3.90	CITY	City Electric Supply Co.	
1835	12/18/20	97.50	HOME	Home Depot Credit Services	
1836	12/18/20	711.75	ICS	ICS Computers Inc.	
Total Printed			4	Checks	2,009.15

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

CITY OF OKEECHOBEE



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

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

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

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

APPLICANT'S FULL NAME:	Michele Leigh Clanton		
NAME COMMONLY USED:	Michele		
RESIDENCE ADDRESS:	508 SW 19th Street Okee, FL 34974		
HOW LONG AT ADDRESS:	Years: 4	Is this in the City Limits? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MAILING ADDRESS:	Same as above		
TELEPHONE/CELL:	863-610-2008		
ARE YOU AN US CITIZEN?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No, explain:		
FLORIDA REGISTERED VOTER?	<input checked="" type="checkbox"/> Yes County Registered in: <input type="checkbox"/> No		
EDUCATION:	High School Name & Location	Year Graduated	
	GED	2004	
POST SECONDARY EDUCATION:	College Name(s)	Certificate/Degree(s) Awarded	Date(s) Attended
MILITARY SERVICE:	Branch(es)	Dates of Service	Discharge Date
CURRENT OR MOST RECENT EMPLOYER:	Center State Bank		
JOB TITLE/DESCRIPTION:	HRIS Analyst		
WORK ADDRESS:	Virtual at home address		
WORK TELEPHONE:	863-484-7029		
① ARE YOU CURRENTLY EMPLOYED AS: (CHECK ✓ ALL THAT APPLY)	<input type="checkbox"/> General Contractor	<input type="checkbox"/> Business Person	<input type="checkbox"/> Architect
	<input type="checkbox"/> Engineer	<input type="checkbox"/> Sub-Contractor	<input type="checkbox"/> Realtor
	<input type="checkbox"/> Attorney	<input type="checkbox"/> Doctor	<input type="checkbox"/> Surveyor
	<input type="checkbox"/> Lay Person	<input type="checkbox"/> Urban Planner	<input type="checkbox"/> Landscape Architect

Have you ever been appointed  or do you currently serve on, a citizen or community board for any other agency or government?  No  Yes, and list:

<u>AGENCY</u>	<u>BOARD NAME</u>	<u>POSITION</u>	<u>DATE(S)</u>
Osceola Middle School	Sec Committee	Chair/Pres.	8/2019-6/2020
_____	_____	_____	_____
_____	_____	_____	_____

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

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

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

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

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

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

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

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

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

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

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

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

<u>JOB TITLE OR COVERED POSITION TITLE</u>	<u>RELATIONSHIP</u>
_____	_____
_____	_____
_____	_____
_____	_____

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

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

During the past 10 years I have worked in many capacities including Liaison for Employee Relations, Employee Performance Maintenance, Employee Information Data Integrity and Support of all HRIS systems, payroll, Benefits and HR administration. I feel I would be a great addition to this Board.

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

SEX:

MALE

FEMALE

ETHNIC GROUP:

CAUCASIAN

BLACK

SPANISH HERITAGE

NATIVE AMERICAN

ASIAN OR PACIFIC ISLANDER

OTHER(specify): \_\_\_\_\_

ALL THAT APPLY:

WARTIME PERIOD VETERAN

DISABLED VETERAN

VIETNAM VETERAN

HANDICAPPED STATUS:

NO

YES, AND LIST THE HANDICAP: \_\_\_\_\_



Fine Reduction Request Case #190917011, see pg 2, item VII. A.



**CITY OF OKEECHOBEE CODE ENFORCEMENT  
DECEMBER 8, 2020 SPECIAL MAGISTRATE HEARING  
DRAFT OFFICIAL MINUTES**

- I. **CALL TO ORDER**

Special Magistrate Azcona called the Code Enforcement Special Magistrate Hearing to order on Tuesday, December 8, 2020, at 6:30 P.M. in the City Council Chambers, located at 55 Southeast 3<sup>rd</sup> Avenue, Room 200, Okeechobee, Florida. The Pledge of Allegiance was led by Magistrate Azcona.
- II. **ATTENDANCE**

City Clerk Lane Gamiotea called the roll. Special Magistrate Roger Azcona, Esquire, City Attorney Carlyn Kowalsky, Police Lieutenant Justin Bernst, and Code Officer Fred Sterling were present.
- III. **CHANGES TO AGENDA**
  - A. Magistrate Azcona asked whether there were any agenda items to be added, deferred, or withdrawn; City Attorney Kowalsky deferred Items VI.A., VI.B, VI.C, VI.E, and VI.F.
- IV. **APPROVAL OF MINUTES**
  - A. Special Magistrate Azcona approved the September 8, 2020, and October 21, 2020, Hearing minutes.
  - B. This being a Quasi-Judicial proceeding, City Clerk Gamiotea collectively administered an Oath to Code Officer Fred Sterling, Mr. Benjamin Purvis, and Mr. Jose Cruz; all affirmed. Code Officer Sterling advised all events occurred within the corporate limits of the City of Okeechobee. The Officer's notes, testimony, photographs, and support documents were all entered as part of the official record.
- V. **CONTINUED CASES**
  - A. Case Number 190411010; Kemp Properties of Okeechobee, 909 South Parrott Avenue, Okeechobee. Violation of City Code of Ordinances Chapter 30, Sections 30-43 Public Nuisance, and 30-44 General Cleaning and Beautification.

Officer Sterling testified that an inspection was performed prior to the meeting, and progress has been made. **Special Magistrate Azcona granted an extension of 30-days from today for the property to become compliant. Mr. Purvis was further instructed that he did not have to wait the entire extension, and to notify Code Officer Sterling when he had completed the clean up to inspect the property in order to stop the fine from accruing.** He could then move forward with a fine reduction request.
- VI. **NEW CASES**
  - A. Case Number 200824009 was deferred.
  - B. Case Number 190723008 was deferred.
  - C. Case Number 200824014 was deferred.
  - D. Case Number 200318009; Daniel Meara, 905 Southwest 3<sup>rd</sup> Avenue, Okeechobee [Legal Description: Lot 9 of Block 5, SOUTH OKEECHOBEE, Plat Book 1, Page 12, Okeechobee County Public Records]. Violation of City Code of Ordinances Chapter 30, Section 30-41 Disabled Vehicle (no tag).

Officer Sterling testified there were two vehicles parked on the property without tags. On September 21, 2020, a Notice of Violation/Notice of Hearing was mailed and received by Krystall Cafter on September 25, 2020. The Notice of Violation/Notice of Hearing was posted on the property November 17, 2020.

**VI. NEW CASES CONTINUED**

ITEM D CONTINUED: **Special Magistrate Azcona found the property to be in violation of City Code of Ordinances Chapter 30, Section 30-41 Disabled Vehicle (no tag). A fine of \$25.00 per day plus an administrative fee of \$50.00 will begin to accrue 14-days after proper notification.**

E. Case Number 200609010 was deferred.

F. Case Number 200916028 was deferred.

**VII. FINE REDUCTION REQUESTS**

 A. Case Number 190917011; Manuel Serrana Pineda, 1124 Southwest 8<sup>th</sup> Street, Okeechobee [Legal Description: South 50.5-feet of Lot 11 and West 33-feet of the South 50.5-feet of Lot 12, in Block 15, SOUTHWEST ADDITION TO OKEECHOBEE, Plat Book 2, Page 7, Okeechobee County public records and the abandoned portion of First Street lying south of and contiguous to said Lot 11 and the aforementioned West 33-feet of Lot 12 of said Block 15]. The property owner is requesting a Fine Reduction from \$9,350.00 to \$935.00 plus a \$50.00 Administrative Fee.

After a brief testimony from Code Officer Sterling and Mr. Jose Cruz, representing the property owner, **Special Magistrate Azcona recommended approval of the request for Fine Reduction from \$9,350.00 to \$935.00 plus a \$50.00 Administrative Fee and to allow payments to be made; half to be paid in January and the balance by February 10. The recommendation will be forwarded to the City Council for final action.**

B. Case Number 190718010; Fortex Holdings, LLC, 501 East North Park Street, Okeechobee. Requesting reduction from \$8,450.00 to \$50.00 Administration Fee.

Code Officer Sterling testified the building has been painted, the property cleaned, and is currently in compliance. He recommended a Fine Reduction of 10 percent of the accrued amount, which is \$845.00 plus a \$50.00 Administration Fee. **Special Magistrate Azcona agreed with the recommendation of a Fine Reduction from \$8,450.00 to \$845.00 plus a \$50.00 Administrative Fee. The recommendation will be forwarded to the City Council for final action.**

**VIII. ADJOURN MEETING**

There being no further business to come before the Special Magistrate, the Hearing was adjourned at 7:05 P.M.

ATTEST:

\_\_\_\_\_  
Roger Azcona, Special Magistrate

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

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

VII. A.

Okeechobee City, Florida Code Compliance Department

IN RE: The Matter of  
MANUELA P. SERRANO

Complaint # 190917011

Respondent(s)

**Request for Reduction of Accrued Fine**

I, Manuela Serrano hereby request a reduction of a fine imposed in the above referenced case and in support thereof would state the following information:

1. My name and current mailing address are:

Manuela Serrano - 1124 SW 8th St, Okeechobee FL 34974

2. Physical address of the property which was the subject of the violation:

1124 SW 8th St Okeechobee FL 34974

3. A Fine in the amount of \$ 100<sup>00</sup> per day was imposed on the following date: 8/11/2020

4. The violations were corrected, and I was advised that the property came into compliance on the following date: 11/13/2020

5. I am requesting that the accrued fine be reduced from \$ 9,350.00 To: 10% of FINE + \$50.00 Admin. COSTS

6. The accrued fine amount should be reduced because:

Met Compliance and I have been trying to do a good job -

7. I Understand That I Must Be Present and Personally Appear Before the Code Enforcement Special Magistrate to Present and Defend This Request for A Reduction in The Fine. If I cannot personally appear, I hereby designate the following person to appear in my place: Jose Cruz

Manuela Serrano  
Signature of Respondent

Jose Cruz  
Signature of Respondent

Date: 11-17-2020

Date: 11-17-2020

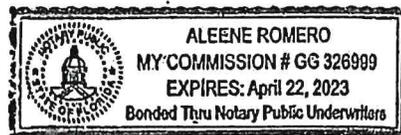
The forgoing instrument was sworn to (or affirmed) and subscribed before me, by means of  physical presence or  online notarization this 11 day of NOV 2020

By Manuel Serrano and Jose Cruz who produced Drivers license as identification.

[Signature]  
Signature of Notary Public - State of Florida

Print/Type/Stamped Name of Notary

My commission expires: 4/22/23



Fine Reduction Request Case #190718010, see pg 2, item VII. B.



**CITY OF OKEECHOBEE CODE ENFORCEMENT  
DECEMBER 8, 2020 SPECIAL MAGISTRATE HEARING  
DRAFT OFFICIAL MINUTES**

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  - A. Magistrate Azcona asked whether there were any agenda items to be added, deferred, or withdrawn; City Attorney Kowalsky deferred Items VI.A., VI.B, VI.C, VI.E, and VI.F.
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  - A. Special Magistrate Azcona approved the September 8, 2020, and October 21, 2020, Hearing minutes.
  - B. This being a Quasi-Judicial proceeding, City Clerk Gamiotea collectively administered an Oath to Code Officer Fred Sterling, Mr. Benjamin Purvis, and Mr. Jose Cruz; all affirmed. Code Officer Sterling advised all events occurred within the corporate limits of the City of Okeechobee. The Officer's notes, testimony, photographs, and support documents were all entered as part of the official record.
- V. **CONTINUED CASES**
  - A. Case Number 190411010; Kemp Properties of Okeechobee, 909 South Parrott Avenue, Okeechobee. Violation of City Code of Ordinances Chapter 30, Sections 30-43 Public Nuisance, and 30-44 General Cleaning and Beautification.  
  
Officer Sterling testified that an inspection was performed prior to the meeting, and progress has been made. **Special Magistrate Azcona granted an extension of 30-days from today for the property to become compliant. Mr. Purvis was further instructed that he did not have to wait the entire extension, and to notify Code Officer Sterling when he had completed the clean up to inspect the property in order to stop the fine from accruing.** He could then move forward with a fine reduction request.
- VI. **NEW CASES**
  - A. Case Number 200824009 was deferred.
  - B. Case Number 190723008 was deferred.
  - C. Case Number 200824014 was deferred.
  - D. Case Number 200318009; Daniel Meara, 905 Southwest 3<sup>rd</sup> Avenue, Okeechobee [Legal Description: Lot 9 of Block 5, SOUTH OKEECHOBEE, Plat Book 1, Page 12, Okeechobee County Public Records]. Violation of City Code of Ordinances Chapter 30, Section 30-41 Disabled Vehicle (no tag).  
  
Officer Sterling testified there were two vehicles parked on the property without tags. On September 21, 2020, a Notice of Violation/Notice of Hearing was mailed and received by Krystall Cafer on September 25, 2020. The Notice of Violation/Notice of Hearing was posted on the property November 17, 2020.

**VI. NEW CASES CONTINUED**

ITEM D CONTINUED: **Special Magistrate Azcona found the property to be in violation of City Code of Ordinances Chapter 30, Section 30-41 Disabled Vehicle (no tag). A fine of \$25.00 per day plus an administrative fee of \$50.00 will begin to accrue 14-days after proper notification.**

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**VII. FINE REDUCTION REQUESTS**

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Code Officer Sterling testified the building has been painted, the property cleaned, and is currently in compliance. He recommended a Fine Reduction of 10 percent of the accrued amount, which is \$845.00 plus a \$50.00 Administration Fee. **Special Magistrate Azcona agreed with the recommendation of a Fine Reduction from \$8,450.00 to \$845.00 plus a \$50.00 Administrative Fee. The recommendation will be forwarded to the City Council for final action.**

**VIII. ADJOURN MEETING**

There being no further business to come before the Special Magistrate, the Hearing was adjourned at 7:05 P.M.

\_\_\_\_\_  
Roger Azcona, Special Magistrate

ATTEST:

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

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

VII. B

Okeechobee City, Florida Code Compliance Department

8/15/20

IN RE: The Matter of  
Fortex Holdings, LLC

Complaint # 190718010

Respondent(s)

Request for Reduction of Accrued Fine

I, BAB MASROOB hereby request a reduction of a fine imposed in the above referenced case and in support thereof would state the following information:

1. My name and current mailing address are:  
12212 WILD IRIS WAY #111 ORLANDO FL 32837
2. Physical address of the property which was the subject of the violation:  
510 NE PARK STREET OKEECHOBEE FL 34974
3. A Fine in the amount of \$ \$100 per day was imposed on the following date: DECEMBER 4, 2019
4. The violations were corrected, and I was advised that the property came into compliance on the following date:  
FEBRUARY 26, 2020
5. I am requesting that the accrued fine be reduced from \$ 8,450.00 To: ADMINISTRATIVE FEE \$50
6. The accrued fine amount should be reduced because:  
Never received any notices, phone call or email until February 24, 2020. Upon receiving phone call from Fred Sterling, BMJ Towing removed the vehicle from the property on February 27, 2020. Since I don't live in Okeechobee, I and Fred Sterling always communicated via phone or email never received any mail until October 9, 2020  
PLEASE SEE EXHIBIT A, proving all communications were done via phone call.
7. I Understand That I Must Be Present and Personally Appear Before the Code Enforcement Special Magistrate to Present and Defend This Request for A Reduction in The Fine. If I cannot personally appear, I hereby designate the following person to appear in my place: \_\_\_\_\_

[Signature]  
Signature of Respondent

\_\_\_\_\_  
Signature of Respondent

Date: 10/19/20

Date: \_\_\_\_\_

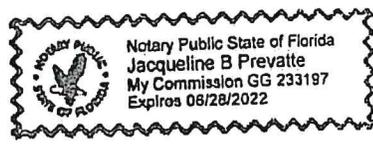
The forgoing instrument was sworn to (or affirmed) and subscribed before me this 19<sup>th</sup> day of Oct 2020

By Rab Masroob who produced \_\_\_\_\_ as identification.

Personally Know  
Signature of Notary Public - State of Florida

Print/Type/Stamped Name of Notary

My commission expires: 6-28-22



**NONEXCLUSIVE PROFESSIONAL AGREEMENT**  
**STANDARD "SHORT FORM AGREEMENT"**  
**BETWEEN**  
**CITY OF OKEECHOBEE AND PROFESSIONAL**  
**FOR PROFESSIONAL LANDSCAPE ARCHITECTSERVICES**

**PROJECT:** Professional Consulting Landscape Architect Services

**PROFESSIONAL:** Calvin, Giordano & Associates, Inc.  
1800 Eller Drive, Suite 600  
Ft. Lauderdale., FL 33316

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, hereinafter "Contract," made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2021 by and between Calvin, Giordano & Associates, Inc. 1800 Eller Drive, Suite 600, Ft. Lauderdale., FL 33316, hereinafter referred to as "Professional" and the City of Okeechobee, Florida, a municipal corporation, 55 SE 3<sup>rd</sup> Avenue, Okeechobee, Florida 34974, hereinafter referred to as "City", for and in consideration of the following terms, conditions and covenants.

**I. PURPOSE OF AGREEMENT**

City intends to enter into a contract with Professional for provision of Professional Landscape Architect Services by the Professional and the payment for those services by City as set forth below.

**II. SCOPE OF SERVICES**

The Professional shall provide Professional Landscape Architect Services in all phases of any Project for which a PROJECT AUTHORIZATION has been issued by the City pursuant to this Agreement as hereinafter provided. These services will include serving as City's professional consulting representative for the Project, providing professional consulting consultation and advice and furnishing customary Landscape Architect Services and customary services incidental thereto as described in the Project Authorization. The detailed scope of services to be performed and schedule of fees for those services shall be detailed in each Project Authorization.

**Section 1. Scope of Service**

Professional shall work with the City Administrator, City Attorney, City Public Works Director, or other City staff in advising the City and the City Council regarding Professional Landscape Architect Services. The services will be those customarily attendant to Landscape Architect Services including, but not limited to the following:

- A. Preparation of City Parks Master Plan
- B. Preparation of roadway median landscape plans
- C. Preparation of construction documents
- D. Preparation of cost estimates
- E. Preparation of record drawings / as-built plans

- F. Review of plans, specifications and estimates developed by others.
- G. Financial Analysis
- H. Presentation to the Council, staff, and the public of reports, plans, and exhibits
- I. Other customary Professional Landscape Architectural Services

### **III. AGREEMENT PROVISIONS**

#### **Section 1. Period of Service**

##### **1.1 Term of Agreement**

Upon award of this Agreement, the effective date of this Agreement shall be the date of execution of this Agreement by both City and Professional. Term of this agreement shall be for an initial period of three (3) years with the option of two (2) additional one-year renewal periods, upon the mutual agreement of the parties. At the option of the City, and upon the agreement of the Professional, this Contract may be converted to or replaced at any time with a "Continuing Services Contract" as that term is used in Section 287.055, et seq, Florida Statutes (CCNA).

##### **1.2 Project Authorization**

Each "Project Authorization" shall specify the Period of Service agreed to by the City and the Professional for services to be rendered under said "Project Authorization".

#### **Section 2. Compensation and Method of Payment**

##### **2.1 Fee Schedule**

CITY will compensate Professional for services under each Project Authorization. The fee due to the Professional shall be set forth in each Project Authorization and shall be in accordance with Professional's personnel hourly rate schedule formalized in "Exhibit C" to this Agreement. Professional's personnel hourly rate schedule may be updated annually prior to each optional renewal period.

##### **2.2 Invoices**

Professional shall submit monthly invoices to the City no later than the last day of the month for work accomplished under this Contract. Each invoice shall be detailed and include, but not be limited to, hours worked by each person assigned to the Project, date worked, and all ancillary expenses incurred and by whom.

##### **2.3 Payment**

Payment for services rendered is due within forty-five (45) days of receipt and approval of invoice by City.

#### **Section 3. Reimbursable Expenses**

Professional shall be reimbursed only for approved out pocket expenses directly chargeable to the Project, at actual cost incurred. Reimbursable expenses will include travel, lodging and meals when traveling at the City's request and on the City's behalf. These expenses shall conform to rates and allowances set forth in Florida State Statute, Sec 112.061, regarding per diem and traveling expenses. Communication expenses, reproduction costs, and special accounting expenses not applicable to general overhead shall be reimbursed at actual cost.

## **Section 4. Additional Services**

### **4.1 Requests for Additional Services**

The undertaking by the Professional to perform professional services defined within this Contract extends only to those services specifically described herein. If upon the request of the City, the Professional agrees to perform additional services hereunder, the City shall pay the Professional for the performance of such additional services an amount (in addition to all other amounts payable under this Agreement) based on an hourly fee in accordance with Professional's current personnel fee schedule, plus reimbursable expenses so incurred by the Professional; unless a lump sum addendum to this Contract is executed by the parties to this Contract which addresses the additional services.

### **4.2 Changes in Scope/Conditions**

Additional Services shall include revisions to work previously performed that are required because of a change in the data or criteria furnished to the Professional, or a change in the scope of concept of the Project initiated by the City, or services that are required by changes in the requirements of public agencies, after work under this Contract has commenced.

## **Section 5. Use of Documents**

### **5.1 Ownership of Original Documents**

All deliverable analysis, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the Professional's services or have been created during the course of the Professional's performance under this Contract shall become the property of and shall be delivered to the City after final payment is made to the Professional.

## **Section 6. Termination**

### **6.1 Termination for Convenience**

Either party upon a seven (7) day written notice to the other party may terminate this Contract. In the event of any termination, Professional shall be paid for all services rendered to the date of termination including all reimbursable expenses.

## **Section 7. CITY's Obligations**

### **7.1 Data to be Furnished**

The City shall provide Professional with all data, studies, surveys, plats and all other pertinent information concerning the Project in the possession of the City upon request.

### **7.2 Designated Representative**

The Designated Representative of the City to act with authority on the City's behalf with respect to all aspects of the Project shall be identified in each Project Authorization.

## **Section 8. Persons Bound by Agreement**

### **8.1 Parties to the Agreement**

The persons bound by this Contract are the Professional and the City and their respective partners, successors, heirs, executors, administrators, assigns and other legal representative.

## **8.2 Assignment of Interest in Agreement**

This Contract and any interest associated with this Contract may not be assigned, sublet or transferred by either party without the prior written consent of the other party. Nothing contained herein shall be construed to prevent Professional from employing such independent Professionals, associates and subcontractors as Professional may deem appropriate to assist in the performance of the services hereunder.

## **8.3 Rights and Benefits**

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than Professional and the City.

## **Section 9. Indemnification of City**

Professional shall to the fullest extent allowed by law, defend, indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Professional and other persons employed or utilized by the Professional in the performance of the contract. Specific consideration for this indemnity is \$10.00, the receipt and sufficiency of which are hereby acknowledged by Professional. Professional shall obtain, maintain and pay for general liability insurance coverage to insure the provisions of this paragraph.

## **Section 10. Insurance.**

### **10.1 Workers' Compensation**

The Professional shall procure and maintain, during the life of this Contract, Worker's Compensation insurance as required by Florida Statutes, Chapter 440 for all of employees of the Professional engaged in work on the Project under this Contract.

### **10.2 Insurance Policy Limits**

Professional shall procure and maintain insurance policies with at least the following coverage and amounts, during the life of this contract:

- 10.2.1: General Liability Insurance. In a combined single limit of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate.
- 10.2.2: Automobile Liability Insurance. In a combined single limit of \$250,000.00 each occurrence.
- 10.2.3: Professional Liability or Errors and Omissions Insurance. In a combined single limit of \$1,000,000.00 aggregate.

### **10.3 Insurance Cancellation**

The Professional shall furnish to the City Certificates of Insurance allowing thirty (30) days notice for any change, cancellation, or non-renewal. If the insurance policies expire during the terms of the Contract, a renewal certificate or binder shall be filed with the City fifteen (15) days prior to the renewal date.

### **10.4 City to be Named Additional Insured**

The plans and specifications and other contract documents to be prepared by Professional pursuant to this Contract shall require the insurance of liability of the person, firm or corporation which would, as contractor, perform the work described in such plans and specifications. The amounts of insurance shall be determined by the City. The City shall be named as "additional insured" with regard to the coverage of such policies of insurance.

### **10.5 Status of Claim.**

The Professional shall be responsible for keeping the City currently advised as to the status of any claims made for damages against the Professional resulting from services performed under this Contract. The Professional shall send notice of claims related to work under this Contract to the City. Copies of the notices shall be sent by fax, hand delivery or regular mail to:

City Administrator, City of Okeechobee  
55 SE 3<sup>rd</sup> Avenue  
Okeechobee, Florida 34974  
Fax: (863) 763-1686

## **Section 11. Professional Standards**

### **11.1 Other Agreements**

This Section Not Used.

### **11.2 Approvals Not Guaranteed**

All work performed by Professional will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations. However, Professional does not warrant or represent that any governmental approval will be obtained, only that the Professional will exercise its best efforts to obtain all such approvals contemplated under this Contract.

### **11.3 Governmental Regulations**

Professional shall assure that work performed under each Project Authorization shall be in accordance with all applicable governmental regulations.

## **Section 12. Opinions of Cost**

Since the Professional has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding, or market conditions, any and all opinions as to costs rendered hereunder shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified Professional, familiar with the current market. The Professional cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable cost. If at any time the City wishes greater assurance as to the amount of any cost, the City shall employ an independent cost estimator to make such determination. Consulting services required to bring cost within any limitation established by the City will be paid for as additional services hereunder by the City.

## **Section 13. General Conditions**

### **13.1 Compliance with Laws**

The Contractor, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws, regulations, and requirements relating to the performance of this Contract.

### **13.2 Applicable Laws and Venue**

The laws of the State of Florida shall govern all aspects of this Contract. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be in the Nineteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justiciable in federal court.

### **13.3 Indemnification**

Contractor shall defend, indemnify and hold harmless the CITY and all of the CITY's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the CITY when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the CITY in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this article of the Agreement. Nothing herein, shall be construed to extend the CITY's liability beyond that provided in Section 768.28, Florida Statutes.

### **13.4 Waiver of Jury Trial**

Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Contract and the transactions it contemplates. This waiver applies to an action or legal proceeding, whether sounding in contract, tort or otherwise.

### **13.5 No Discrimination**

Contractor and its agents will not discriminate against any person on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this Contract.

### **13.6 No Lobbying**

Pursuant to Chapter 216.347, F.S., the Contractor is prohibited from the expenditure of any funds under this Contract to lobby the Legislature, the judicial branch or another state agency

### **13.7 E-Verify**

CONTRACTOR has verified that its employees are authorized to work in the U.S. and certifies that a good faith effort has been made to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to the Department of Homeland Security, U.S. Citizenship, and Immigration Services Form I-9. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify). CONTRACTOR shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

### **13.8 Contractors Duties Regarding Public Records**

#### **A. Compliance with Florida Laws**

Contractor must provide public access to all records concerning this Contract according to applicable Florida laws including Chapter 119, Florida Statutes. If Contractor asserts any exemptions to Florida's public records laws, Contractor has the burden of establishing and

defending the exemption. Contractor's failure to comply with this section is a breach of this Contract. The records subject to Chapter 119 may include, in addition to prepared documents, such communication as e-mails, text messages, inter-office memorandums, social media, and photographs or images; a person or entity may request public records via e-mail, or by oral or written request, and a response to such a request must be prompt; it is the responsibility of the CONTRACTOR to establish an in-house policy in reference to such records, and to identify and retain such communications in the normal course of business in the event a request is made to produce these records.

**B. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER: (863) 763-3372, EXT. 9814, EMAIL ADDRESS: LGAMIOTEA@CITYOFOKEECHOBEE.COM, AND MAILING ADDRESS: 55 SE THIRD AVE, OKEECHOBEE FL, 34974.**

**13.9 No Third-Party Beneficiaries**

This Contract is solely for the benefit of the Contractor and the City. No person or entity other than the Contractor or the CITY shall have any rights or privileges under this Contract in any capacity whatsoever, either as third-party beneficiary or otherwise.

**13.10 Assignment**

Contractor shall not assign, delegate, sublease or otherwise transfer any portion of its rights and obligations as set forth in this Contract without prior written consent of the City. Any attempted assignment in violation of this provision shall be void.

**13.11 Waiver**

No waiver of any term of this Contract constitutes a waiver of any other provision, whether similar or dissimilar. No waiver of any term constitutes a continuing waiver. No waiver is binding unless signed in writing by the waiving party.

**13.12 Severability**

If any term of this Contract is for any reason invalid or unenforceable, the rest of the Contract remains fully valid and enforceable.

**13.13 Entire Contract**

This Contract constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreement, representations, and undertaking. No supplement, modification, or amendment of this agreement will be binding unless it is in writing and signed by both parties.

**13.14 Interpretation**

Unless the context requires otherwise: The term “including” contemplates “including but not limited to.”

**13.15 Survival**

All provisions of this Contract which by their terms bind either party after the expiration or termination of this Contract shall survive the expiration or termination of this Contract.

**13.16 Force Majeure**

Notwithstanding any provisions of this Contract to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Contract that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance or as a result of such circumstances, but this Contract shall otherwise remain in effect.

This provision shall not apply if the “Statement of Work” of this Contract specifies that performance by the Contractor is specifically required during the occurrence of any of the events herein mentioned.

**Section 14. Exhibits**

The following Exhibits are attached to and made a part of this Contract:

“**Exhibit A**” - "Proposal as Submitted by Professional and Accepted by City"

“**Exhibit B**” - “Original Request for Proposal as Issued by City, including all Addenda”

“**Exhibit C**” - "Hourly Fee Schedule."

IN WITNESS WHEREOF, the CITY and the Professional have made and executed this Contract the day and year first above written.

ATTEST:

CITY

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

\_\_\_\_\_  
Dowling R. Watford  
Mayor

APPROVED AS TO FORM

\_\_\_\_\_  
Carlyn H. Kowalsky, Attorney

WITNESSES:

PROFESSIONAL

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

EXHIBIT A

“PROPOSAL AS SUBMITTED BY PROFESSIONAL AND ACCEPTED BY THE CITY OF  
OKEECHOBEE”

(on file)

EXHIBIT B

“ORIGINAL REQUEST FOR PROPOSAL AS ISSUED BY CITY”

(on file)

EXHIBIT C

“HOURLY FEE SCHEDULE”



**PROFESSIONAL FEE SCHEDULE**

Principal	215.00	<b>LANDSCAPE ARCHITECT</b>	
Contract Administrator	190.00	Associate, Landscape Architect	165.00
Project Administrator	165.00	Senior Landscape Architect	135.00
Executive Assistant / Clerical	75.00	Environmental Administrator	125.00
		Landscape Architect	120.00
<b>ENGINEERING</b>		Environmental Specialist	105.00
Associate, Engineering (VI)	190.00	Landscape CADD Technician	95.00
Director, Engineering (V)	175.00	Environmental Assistant	90.00
Project Manager (IV)	150.00	Landscape Inspector/Arborist	105.00
Project Engineer (III)	130.00	Landscape Designer	120.00
Engineer (II)	110.00	Landscape Site Plan Reviewer	135.00
Jr. Engineer (I)	100.00		
Senior CADD Tech Manager	115.00	<b>INDOOR AIR QUALITY SERVICES</b>	
CADD Technician	95.00	Sr. Environmental Scientist	125.00
Permit Administrator	90.00	Environmental Scientist	100.00
<b>DATA TECH DEVELOPMENT</b>		<b>CONSTRUCTION</b>	
Associate, Data Tech Dev.	165.00	Associate, Construction	165.00
GIS Coordinator	145.00	Construction Management Director	135.00
GIS Specialist	125.00	Construction Manager	125.00
Multi-Media 3D Developer	115.00	Senior Inspector	100.00
GIS Technician	100.00	Inspector	90.00
Sr. Applications Developer	165.00	Construction Coordinator	90.00
Applications Developer	135.00		
Network Administrator	155.00	<b>EMERGENCY MANAGEMENT</b>	
System Support Specialist	115.00	Director	145.00
IT Support Specialist	85.00	Planner	105.00
		Assistant Planner	90.00
<b>GOVERNMENTAL SERVICES</b>			
Associate, VP	190.00	<b>PLANNING</b>	
Director of Code Enforcement	145.00	Associate, Planning	175.00
Director of Building Code	145.00	Director of Planning	150.00
Project Manager	145.00	Planning Administrator	150.00
Grants Administrator	125.00	Planning Manager	145.00
Code Enforcement Field Supervisor	110.00	Senior Planner	125.00
Code Enforcement Field Inspector	90.00	Assistant Planner	90.00
Building Official	115.00		
Building Plans Reviewer	90.00	<b>EXPERT WITNESS</b>	
Building Inspector	90.00	Principal/Associate	330.00
Permit Processor	75.00	Registered Engineer/Surveyor	280.00
		Project Engineer	230.00
<b>SURVEYING</b>			
Associate, Surveying	165.00		
Senior Registered Surveyor	145.00		
Survey Crew	135.00		
Registered Surveyor	130.00		
Survey Coordinator	105.00		
CADD Technician	95.00		
3D Laser Scanner	355.00		
Hydrographic Survey Crew	330.00		
G.P.S. Survey Crew	155.00		
Sub-meter G.P.S	75.00		
Soft Dig (per hole)	480.00		
Utility Locates (per hour)	205.00		

***In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.***

Effective October 1, 2014

- Building Code Services
- Coastal Engineering
- Code Enforcement
- Construction Engineering and Inspection
- Construction Services
- Contract Government
- Data Technologies and Development
- Emergency Management Services
- Engineering
- Environmental Services
- Facilities Management
- Indoor Air Quality
- Landscape Architecture
- Municipal Engineering
- Planning
- Public Administration
- Redevelopment and Urban Design
- Surveying and Mapping
- Traffic Engineering
- Transportation Planning

**GSA Contract Holder**

1800 Eller Drive  
 Suite 600  
 Fort Lauderdale, FL 33316  
 954.921.7781 phone  
 954.921.8807 fax

[www.cgasolutions.com](http://www.cgasolutions.com)



# City of Okeechobee

Exhibit 5  
01/19, 2021



## Police Department

Memo

To: City Administrator Montes de Oca  
Okeechobee City Council  
From: Chief of Police Robert Peterson  
Date: 1/13/21  
Re: Police Services Coordinator Position

Please consider the following request for an increase in pay for the Police Services Coordinator's position.

Attached are the Job Descriptions for the Records Clerk and the Police Services Coordinator (PSC) positions. As you can see the PSC has all the responsibilities of the Records Clerk and is in fact responsible for training the Records Clerk and is the Records Clerks supervisor. Yet according to the Cities Pay scale both positions pay essentially the same, we are in a position to correct that at no additional cost to then City, as a matter of fact we can make this correction and still save the City approximately \$9200.

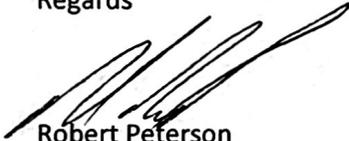
Based on the PSC Job Description, along with the responsibilities and workload of that position, the PSC should, at minimum, have a step 1 beginning salary of \$38,500, which is equal to that of the account supervisor and the General Services Coordinator. Listed below is the break down of the costs of the positions in question, the amount we are currently budgeted for salaries only is \$125,880. The costs to the City, based on salaries only with the change requested is \$117,506.

	Currently Budgeted (10/1/20)	Proposed Salary employees staying in current step
PSC:	\$48,134	\$49,588
Records Clerk:	\$44,523	\$36,146
Dispatcher:	\$33,223	\$31,772
Total:	\$126,708	\$117,506

As shown above the costs of making these changes, which includes keeping the affected employees in their current steps, comes in at approximately \$9200 less than I am currently budgeted.

Thank You for your consideration in this matter.

Regards

A handwritten signature in black ink, appearing to read 'Robert Peterson', written in a cursive style.

Robert Peterson  
Chief of Police

**OKEECHOBEE POLICE DEPARTMENT  
DUTIES AND RESPONSIBILITIES  
POLICE SERVICES COORDINATOR**

**POLICE SERVICES COORDINATOR  
DUTIES AND RESPONSIBILITIES**

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Effective: 01/01/07

Revision No.: 1

**CONTENTS:** This procedure consists of the following numbered sections:

- I. PURPOSE
- II. SCOPE
- III. DISCUSSION
- IV. IMMEDIATE SUPERVISOR
- V. DUTIES & RESPONSIBILITIES

**I. PURPOSE**

The purpose of this Standard Operating Procedure is to establish guidelines for the fulfillment of the duties and responsibilities of the position of Police Services Coordinator within the Okeechobee Police Department.

**II. SCOPE**

This standard operating procedure shall apply to any person holding the position of Police Services Coordinator within the Okeechobee Police Department.

**III. DISCUSSION**

This is a highly responsible secretarial and administrative support person involving the performance of a variety of office duties. This individual will not only be required to possess proficient computer skills and excellent secretarial knowledge, but must also be able to accept the responsibility of information classified as highly confidential.

Duties of this position include, but are not limited to, maintaining accurate correspondence records; composing and typing various types of correspondence, memorandums, reports, financial material, payroll, and any other types of police-related documents generated by this office; and, assisting Supervisors in specific projects. Independent judgment and discretion must be utilized in screening calls and office activities. This individual will also be responsible for arranging meetings and maintaining appointment schedules.

The Police Services Coordinator works with considerable independence in the completion of routine secretarial and administrative duties.

**IV. IMMEDIATE SUPERVISOR**

Major

**• OKEECHOBEE POLICE DEPARTMENT  
DUTIES AND RESPONSIBILITIES  
POLICE SERVICES COORDINATOR**

**V. DUTIES & RESPONSIBILITIES**

The Police Services Coordinator should become familiar with the operation of office equipment utilized by the department. This includes the photocopying machine(s), facsimile machines, and any other office machinery that is standard office equipment

The Police Services Coordinator performs administrative and supportive duties inherent to assisting the highest-ranking officials of the police department. She exercises independent judgment in the implementation of necessary administrative duties as follows:

- A. Provides assistance to the Chief of Police and Major and participates directly in their work.
- B. Keeps appointment calendar for Chief of Police and Major, and schedules appointments accordingly.
- C. Takes notes and minutes of meetings and conferences, as requested.
- D. Independently prepares letters, memorandums, reports, and other pertinent correspondence and reports from the Chief of Police and Major.
- E. Establishes and maintains specialized office files. Files letters, reports, and related technical information in the prescribed manner. This includes, but is not limited to:
  - 1. Rules and Regulations and Standard Operating Procedures.
  - 2. Personnel Files.
  - 3. Publications and subscriptions.
  - 4. All incoming and outgoing correspondence.
  - 5. Variety of files relating to the office of the Chief of Police
- F. Handles telephone calls and other requests for assistance or information from the Chief of Police and Major. Determines the caller's needs and, often, independently directs and advises the caller.
- G. Opens, prioritizes, and accordingly processes mail.
- H. Assists the Records Clerk with walk-in visitors and telephone calls throughout the day.
- I. Coordinates special projects at the direction of the Chief of Police or Major.
- J. Assists Records Clerk in office management functions and coordination.
- K. Assists personnel with requests for information or assistance, including but not limited to:
  - 1. Processing annual civic dues for payment, via the approval of the Chief of Police or Major.
  - 2. Providing any pertinent information required to complete evaluations.

**OKEECHOBEE POLICE DEPARTMENT  
DUTIES AND RESPONSIBILITIES  
POLICE SERVICES COORDINATOR**

- L. Reviews and researches matters of interest to the Okeechobee Police Department for the Chief of Police or Major or at the request of citizens.
- M. Liaison between the city departments and the police departments to facilitate functions and/or Human Resources programs.
- N. Responsible for purchasing, responding to invoices for payment of goods or services, and other financial matters within the Okeechobee Police Department, and keeping a record of those transactions.
- O. Remain current in the Duties and Responsibilities of both the Records Clerk and the Dispatcher, and may be called upon to act as such when necessary.
- P. Supervise both the Records and Dispatch divisions.
- Q. Perform all related tasks as required.

ORIGINAL SIGNED SOP ON FILE

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Dennis Davis – Chief of Police

**OKEECHOBEE POLICE DEPARTMENT  
DUTIES AND RESPONSIBILITIES  
RECORDS CLERK**

**RECORDS CLERK  
DUTIES AND RESPONSIBILITIES**

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Effective: 01/01/07

Revision No.: 2 (Rev. 8/5/2020)

**CONTENTS:** This procedure consists of the following numbered sections:

- I. PURPOSE
- II. SCOPE
- III. DISCUSSION
- IV. IMMEDIATE SUPERVISOR
- V. DUTIES AND RESPONSIBILITIES

**I. PURPOSE:**

The purpose of this Standard Operating Procedure is to establish guidelines for the fulfillment of the duties and responsibilities of the position of Records Clerk within the Okeechobee Police Department.

**II. SCOPE:**

This Standard Operating Procedure shall apply to any person occupying the position of Records Clerk in the Okeechobee Police Department.

**III. DISCUSSION:**

The Records Clerk shall have a working knowledge of the duties and responsibilities assigned to the position. The duties and responsibilities are varied and will differ depending on the assignments given by a higher authority. The records Clerk also functions as a Police Dispatcher when necessary; therefore the Records Clerk must have a working knowledge of the Duties and Responsibilities of the Police Dispatcher.

**IV. IMMEDIATE SUPERVISOR:**

Police Services Coordinator

**V. DUTIES AND RESPONSIBILITIES:**

The Records Clerk should become familiar with the operation of office equipment utilized by the department. This includes the photocopying machine(s), facsimile machines, and any other office machinery that is standard office equipment.

- A. Type correspondence, reports, records and other office documents for computer updating.
- B. Verify codes and/or classifies incoming reports and documents. Incorrect reports or documents should be returned to the appropriate supervisor.

**OKEECHOBEE POLICE DEPARTMENT  
DUTIES AND RESPONSIBILITIES  
RECORDS CLERK**

- C. File all offense/incident reports, supplemental reports, accident reports, and any other departmental report that may be turned into Records immediately upon completion of entry of pertinent information into the computer system. All arrest files are updated and new arrest files established upon receipt of arrest affidavit.
- D. Maintain a helpful, courteous, positive attitude when dealing with the public. Most contact from Records pertains to questions regarding reports or requests for copies of reports. The attitude displayed is a reflection of the Police Department.
- E. Prepare copies of reports and conduct local records checks for outside agencies. (Incoming mail and walk-ins.)
- F. Operate general office equipment to include typewriter, word processor, computer, calculator, and copy machine and fax machine.
- G. Prepare reports to be forwarded to the State Attorney's Office. This includes all arrest reports, supplemental reports and any reports that reference the arrest report, and all other related paperwork.
- H. Prepare traffic citations to be forwarded to the Traffic Clerk's Office. These citations are logged onto a routing slip, and then forwarded to the Traffic Clerk's Office.
- I. Maintain Uniform Crime Report information from reports and update when supplements are received or corrections need to be made.
- J. Remain current in the Duties and Responsibilities of the Police Dispatcher, and may be called upon to act as such when necessary.
- K. Perform all related tasks as required.

ORIGINAL SIGNED SOP ON FILE

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Dennis Davis - Chief of Police