



**CITY OF OKEECHOBEE  
CITY COUNCIL  
FEBRUARY 1, 2022  
LIST OF EXHIBITS**

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Draft Minutes

January 4, 2022

Exhibit 1

Temporary Street Closing, Okeechobee Christian Academy Field Day

Exhibit 2

Temporary Street Closing, Okeechobee Main Street Top of the Lake Art Festival

Exhibit 3

Contract with Craig A. Smith & Associates for Commerce Center Improvements

Exhibit 4

Contract with Solitude Lake Management, LLC for Canal Cleanup

Exhibit 5

Committee Ranking, RFQ NO. ADM 01-32-11-21, General Planning Services

The January 4, 2022 draft minutes will be distributed prior to the February 1, 2022 meeting.



**CITY OF OKEECHOBEE**  
**55 SE THIRD AVENUE**  
**OKEECHOBEE, FL 34974**  
 Tele: 863-763-9821 Fax: 863-763-1686  
**PARK USE AND/OR TEMPORARY STREET/  
 SIDEWALK CLOSING  
 PERMIT APPLICATION**

Date Received:	1/12/2022	Date Issued:	
Application No:	32004	Date(s) & Times of Event:	Friday, February 18, 2022 8am-2:30pm

**Information:**

Organization:	Okeechobee Christian Academy
Mailing Address:	701 S. Parrott Ave, Okeechobee, FL 34974
Contact Name:	Melissa King
E-Mail Address:	Melissa.King@OkeechobeeChristianAcademy.org

**Telephone:**

Work:	863-763-3072	Home:		Cell:	
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**Summary of activities:**

Students will participate in Field Day and will need to cross back and forth all day.

**Proceeds usage:**


Please check requested Parks:

Flagler Parks:  City Hall Park  #1 Memorial Park  #2  #3  #4  #5  #6  
 [Park 3 is location of Gazebo. Park 4 is location of Bandstand]

(If other private property used in conjunction with this Park Use Permit please provide the address and parcel number below along with notarized letter of authorization from property owner)

Additional Addresses, if applicable \_\_\_\_\_  
 Parcel ID: \_\_\_\_\_

**TEMPORARY STREET AND SIDEWALK CLOSING INFORMATION**  
(Street Closings require City Council approval. Meetings 1<sup>st</sup> & 3<sup>rd</sup> Tuesdays but subject to change)

Address of Event: 701 S Parrott Ave

Street(s) to be closed: SE 2nd Ave from SE 6th Street to SE 7th Street
Date(s) to be closed: Friday, February 18, 2022
Time(s) to be closed: 8:00am-2:30pm
Purpose of Closing: Safety of children crossing the street

Attachments Required for Use of Parks	Attachments Required for Street/Sidewalk Closings
▶ Site Plan	▶ Site Plan
▶ Copy of liability insurance in the amount of \$1,000,000.00 with the City of Okeechobee as additional insured.	▶ Copy of liability insurance in the amount of \$1,000,000.00 with the City of Okeechobee and R.E. Hamrick Testamentary Trust as Additional Insured.
▶ Proof of non-profit status	▶ Original signatures of all residents, property owners and business owners affected by the closing.
▶ State Food Service License if > 3 days.	▶ State Food Service License if > 3 days.
▶ Notarized letter of authorization from property owner, if applicable.*	▶ State Alcoholic Beverage License, if applicable.**

\* Required if private property used in conjunction with a Park Use application.

\*\* Alcoholic beverages can be served **only** on private property. Alcoholic beverages **NOT ALLOWED** in City Parks, City streets or City sidewalks. See additional note below.

Please check if items will be sold on City streets/sidewalks. Each business will need to apply for a Temporary Use Permit 667 along with the Street Closing application.

**Note:**

- ▶ Clean-up is required within 24 hours.
- ▶ No alcoholic beverages permitted on City property, streets or sidewalks.
- ▶ No donations can be requested if any type of alcoholic beverages are served on private property/business unless you possess a State Alcoholic Beverage License. Please note there are inside consumption and outside consumption licenses. You must have the appropriate license(s).
- ▶ The Department of Public Works will be responsible for delivering the appropriate barricades.
- ▶ Dumpsters and port-o-lets are required when closing a street for more than three (3) hours.

Applicant must meet any insurance coverage and code compliance requirements of the City and other regulations of other governmental regulatory agencies. The applicant will be responsible for costs associated with the event, including damage of property. By receipt of this permit, the applicant agrees and shall hold the City harmless for any accident, injury, claim or demand whatever arises out of applicant's use of location for such event, and shall indemnify and defend the City for such incident, including attorney fees. The applicant shall be subject to demand for, and payment of, all of the actual costs incurred by the City pertaining to the event including, but not limited to, Police, Fire, Public Works or other departmental expenses. The City reserves the right to require from an applicant a cashier's check or advance deposit in the sum approximated by the City to be incurred in providing City services. Any such sum not incurred shall be refunded to the applicant of this Park Use/Street Closing Permit.

I hereby acknowledge that I have read and completed this application, the attached Resolutions No.(s) 03-8 and 04-03, concerning the use and the rules of using City property, that the information is correct, and that I am the duly authorized agent of the organization. I agree to conform with, abide by and obey all the rules and regulations, which may be lawfully prescribed by the City Council of the City of Okeechobee, or its officers, for the issuance

Certificate of Insurance must name City of Okeechobee as Additional Insured as well as **R.E. Hamrick Testamentary Trust** if closing streets or sidewalks.

*Melissa King* \_\_\_\_\_ 1/12/2022  
 Applicant Signature Date

**••••OFFICE USE ONLY••••**

**Staff Review**

<b>Fire Department:</b>		<b>Date:</b>	
<b>Building Official:</b>		<b>Date:</b>	
<b>Public Works:</b>		<b>Date:</b>	
<b>Police Department:</b>		<b>Date:</b>	
<b>BTR Department:</b>		<b>Date:</b>	
<b>City Administrator:</b>		<b>Date:</b>	
<b>City Clerk:</b>		<b>Date:</b>	

**NOTE: APPLICATION AND INSURANCE CERTIFICATE MUST BE COMPLETED AND RETURNED TO THE GENERAL SERVICES DEPARTMENT THIRTY (30) DAYS PRIOR TO EVENT FOR PERMITTING.**

Temporary Street and Sidewalk Closing submitted for review by City Council on \_\_\_\_\_  
 Date

Temporary Street and Sidewalk Closing reviewed by City Council and approved \_\_\_\_\_  
 Date

S Parrott Ave

SW 6th St

15

SE 6th St

SE 6th St

SE 6th St

SE 2nd Ave

Closing here

Okeechobee  
Christian  
Academy

Christ Fellowship  
Okeechobee

Field

SE 2nd Ave

SE 2nd Ave

Closing  
here

SE 7th St

SE



Good Care  
Boarding Home



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/31/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> JDA Insurance Group 120 N. Federal Hwy., #301  Lake Worth FL 33460		<b>CONTACT NAME:</b> Christine Dewey <b>PHONE (A/C, No, Ext):</b> (561) 296-0373 <b>FAX (A/C, No):</b> (561) 828-0997 <b>E-MAIL ADDRESS:</b> christine@thejdagroup.com	
<b>INSURED</b> Okeechobee Christian Academy, Inc. 701 South Parrott Ave  Okeechobee FL 34974		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Philadelphia Indemnity Insurance Company	<b>NAIC #</b> 18058
		<b>INSURER B:</b> Insurance Company of the West	27847
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	


**COVERAGES**                      **CERTIFICATE NUMBER:** CL2183100816                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBRI WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	PHPK2268175	07/01/2021	07/01/2022	EACH OCCURRENCE § 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) § 500,000 MED EXP (Any one person) § 5,000 PERSONAL & ADV INJURY § 1,000,000 GENERAL AGGREGATE § 3,000,000 PRODUCTS - COMP/OP AGG § 3,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHPK2268175	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) § 1,000,000 BODILY INJURY (Per person) § BODILY INJURY (Per accident) § PROPERTY DAMAGE (Per accident) §
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION § 10,000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			PHUB765957	07/01/2021	07/01/2022	EACH OCCURRENCE § 1,000,000 AGGREGATE § 1,000,000 Products-Comp/Op Agg § 1,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/>	WFL 5042021 03	07/02/2021	07/02/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT § 1,000,000 E.L. DISEASE - EA EMPLOYEE § 1,000,000 E.L. DISEASE - POLICY LIMIT § 1,000,000
A	Professional Liability			PHPK2282925	07/01/2021	07/01/2022	Each Claim \$1,000,000 Aggregate \$1,000,000 Retention \$1,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Re: With respect to field day events for the school  
  
The City of Okeechobee and R.E. Hamrick Testamentary Trust is named as an Additional Insured under the General Liability policy evidenced herein.

**CERTIFICATE HOLDER**                      **CANCELLATION**

The City of Okeechobee R.E. Hamrick Testamentary Trus 55 SE 3rd Ave Okeechobee FL 34974-2903	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**Gail Neu**

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**From:** Melissa King <melissa.king@okeechobeechristianacademy.org>  
**Sent:** Wednesday, January 12, 2022 12:10 PM  
**To:** Gail Neu  
**Subject:** Request for Street Closing on 2/18/2022  
**Attachments:** Field Day closing 01222022.pdf

Good afternoon and Happy New Year!  
Please find attached our request for a street closing on 2/18/2022 to be added to the next City Council meeting.  
Thank you so much.

**Mrs. Melissa King**  
Principal  
863.763.3072 Office



Sender notified by \_\_\_\_\_  
[Mailtrack](#)



Please be advised: The content of this email is confidential and intended for the recipient specified in the message only. It is strictly forbidden to share any part of this message with any third party, without written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future.





**CITY OF OKEECHOBEE  
55 SE THIRD AVENUE  
OKEECHOBEE, FL 34974  
Tele: 863-763-9821 Fax: 863-763-1686  
PARK USE AND/OR TEMPORARY STREET/  
SIDEWALK CLOSING  
PERMIT APPLICATION**

Date Received: 4/10/2022	Date Issued:
Application No: 22-005	Date(s) & Times of Event: Feb. 4 - set up of the park and early arrivals Feb 5 - Event Time - 10 am - 5 pm Feb 6 - Event Time - 10 am - 3pm
Information:	
Organization: Okeechobee Main Street, Inc	
Mailing Address: 111 NE 2nd Street, Okeechobee, FL 34972	
Contact Name: Bridgette Waldau	
E-Mail Address: art@okeechobeemainstreet.org or info@okeechobeemainstreet.org	

Telephone:

Work: 863-357-6246	Home:	Cell:
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Summary of activities:

2022 16th Annual Top of the Lake Art Fest will include booth, art gallery, children's art area, sand sculpture & chalk art. This is a juried & non-juried art show that will include prize awards. The Art Fest will also include food and entertainmet "Art in Motion" will be presented by dance studio, Grace Place all day on Feb. 5th.

The 7th Annual Taste of Okeechobee will be held in conjunction of the Art Fest on Feb. 5 where local restaurants and businesses a chance to pair up in an outdoor setting along the sidewalks of downtown Park Street.

Safety practices will be in place, in compliance with Covid-19 protocols.

Proceeds usage:

Proceeds towards this event will go into the operations and continuing efforts of Okeechobee Main Street to enhance the downtown area through the arts, creating a positive economic impact for Okeechobee and making the downtown Main Street as the heartbeat of the community.

Please check requested Parks: Park 3 will be the venue's main venue of the event, along with the 300 block street on SW Park Street

- Flagler Parks:     City Hall Park     #1 Memorial Park     #2     #3     #4     #5     #6  
                           [Park 3 is location of Gazebo. Park 4 is location of Bandstand]

(If other private property used in conjunction with this Park Use Permit please provide the address and parcel number below along with notarized letter of authorization from property owner)

Additional Addresses, if applicable \_\_\_\_\_  
 Parcel ID: \_\_\_\_\_

**TEMPORARY STREET AND SIDEWALK CLOSING INFORMATION**  
(Street Closings require City Council approval. Meetings 1<sup>st</sup> & 3<sup>rd</sup> Tuesdays but subject to change)

Address of Event: Flager Park #3 in Downtown Okeechobee \_\_\_\_\_

Street(s) to be closed: SW 2 Ave., 70 to SW Park St.; SW 3 Ave., 70 to SW Park Street; 300 Block - SW Park Street, 2 Ave- Ave.
Date(s) to be closed: Friday, February 4 - Sunday, February 6, 2022
Time(s) to be closed: Friday, Feb 4, 5 pm; Reopen Sunday, Feb 6 at 4 pm.
Purpose of Closing: For pedestrian safety around the Art Fest venue and use of Park Street for vendors, Chalk Art Street Painting and Entertainment stage.

**Attachments Required for Use of Parks**

**Attachments Required for Street/Sidewalk Closings**

▶ Site Plan	▶ Site Plan
▶ Copy of liability insurance in the amount of \$1,000,000.00 with the City of Okeechobee as additional insured.	▶ Copy of liability insurance in the amount of \$1,000,000.00 with the City of Okeechobee and R.E. Hamrick Testamentary Trust as Additional Insured.
▶ Proof of non-profit status	▶ Original signatures of all residents, property owners and business owners affected by the closing.
▶ State Food Service License if > 3 days.	▶ State Food Service License if > 3 days.
▶ Notarized letter of authorization from property owner, if applicable.*	▶ State Alcoholic Beverage License, if applicable.**

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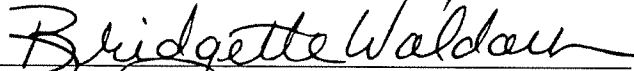
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I hereby acknowledge that I have read and completed this application, the attached Resolutions No.(s) 03-8 and 04-03, concerning the use and the rules of using City property, that the information is correct, and that I am the duly authorized agent of the organization. I agree to conform with, abide by and obey all the rules and regulations, which may be lawfully prescribed by the City Council of the City of Okeechobee, or its officers, for the issuance

Certificate of Insurance must name City of Okeechobee as Additional Insured as well as **R.E. Hamrick Testamentary Trust** if closing streets or sidewalks.

  
Applicant Signature

1/7/2022

Date

••••OFFICE USE ONLY••••

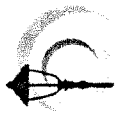
Staff Review

Fire Department:		Date:	
Building Official:		Date:	
Public Works:		Date:	
Police Department:		Date:	
BTR Department:		Date:	
City Administrator:		Date:	
City Clerk:		Date:	

**NOTE: APPLICATION AND INSURANCE CERTIFICATE MUST BE COMPLETED AND RETURNED TO THE GENERAL SERVICES DEPARTMENT THIRTY (30) DAYS PRIOR TO EVENT FOR PERMITTING.**

Temporary Street and Sidewalk Closing submitted for review by City Council on \_\_\_\_\_  
Date

Temporary Street and Sidewalk Closing reviewed by City Council and approved \_\_\_\_\_  
Date



MAIN STREET

Business Name	Signature	Print Name	Date
Zippy's	<i>[Signature]</i>	Kathrine Vinson	12/21/21
Addington Satellite	<i>[Signature]</i>	Elizabeth Addington	12/21/21
Big Tasty	<i>[Signature]</i>	Elizabeth Addington	12/21/21
The Outpost and Staffords Salon	<i>[Signature]</i>	Angie Griffin	12/21/21
Country Boutique	<i>[Signature]</i>		12/21/21
Custom Graphic's	<i>[Signature]</i>	Melissa McKay	12-21-21
Don's Appliance	<i>[Signature]</i>	Rebekah Weir	12-21-21
1 Stop Party Shop	<i>[Signature]</i>	Kim Hargraves	11/7/20

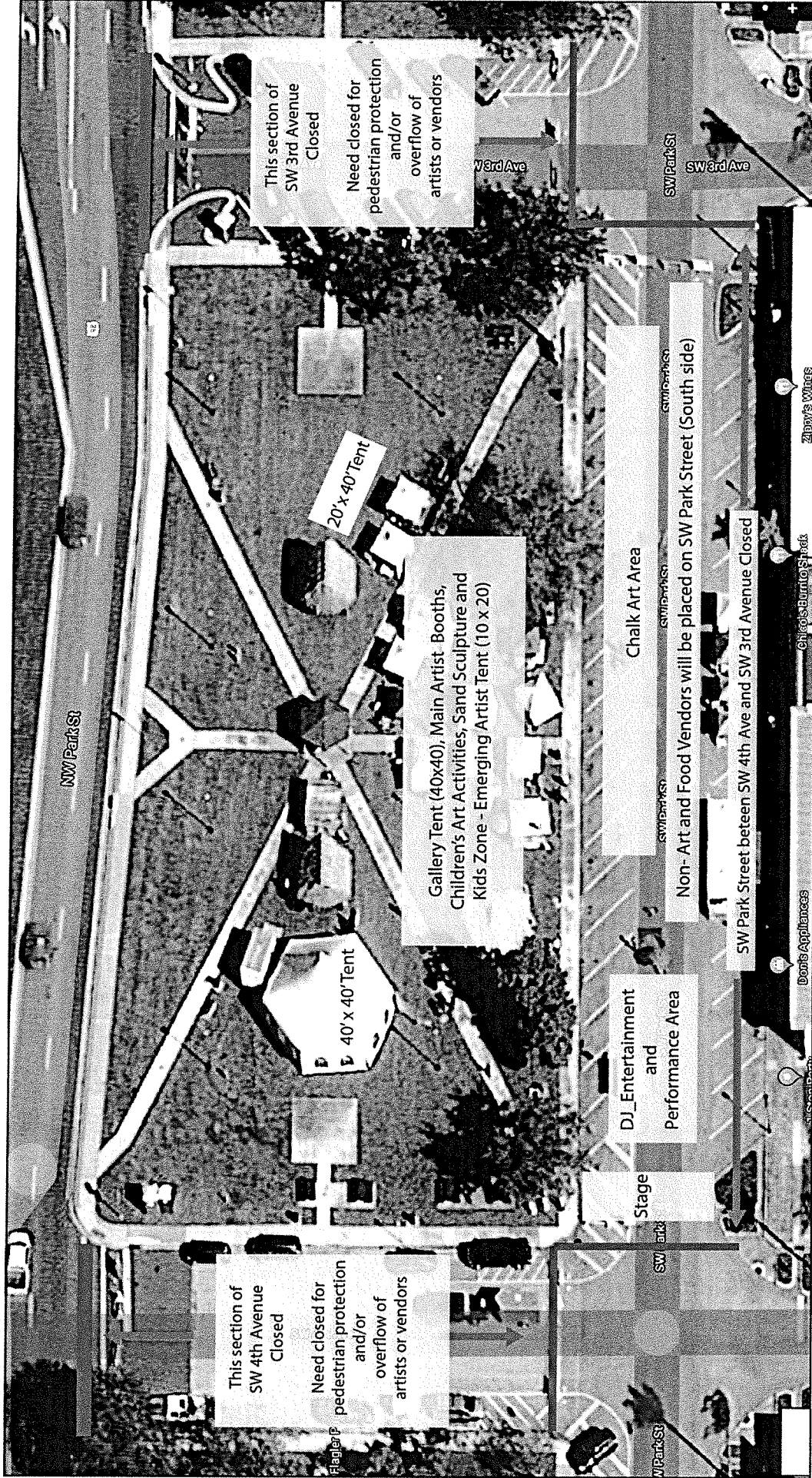
Kailani Oasi's: Stacy Burns-McAnelly & Dale McAnelly

By signing this document you understand that the 300 block in front of your business will be closed to

traffic Friday February 4<sup>th</sup> Starting at 5:00pm until Sunday February 6 at 4:00pm

# Okeechobee Main Street's 2022 Top of the Lake Art Fest Street Closure

Friday, February 4 at 5pm - Sunday, February 6 at 4pm



APPLICATION FOR SPECIAL EVENT

Application Number: \_\_\_\_\_ Date Received: \_\_\_\_\_

NAME OF EVENT: 2022 Top of the Lake Art Fest

ADDRESS OF EVENT: Flagler Park # 3

DESCRIPTION OF EVENT: Art Festival with Artists Gallery Tent, Chalk Street Art, Student Art Zone, Sand Sculpture, Music and Food.

NAME OF SPONSOR ORGANIZATION: Okeechobee Main Street

Contact Number before and during event OF RESPONSIBLE PERSON: (863)-610-0044 or 863-697-1105

RESPONSIBLE PERSON'S NAME:

Bridgette Waldau or Angie Griffin

DATE(S) AND TIME(S) OF EVENT:

Date: 2/5/22 Starting Time: 10 am Closing Time: 5 pm
Date: 2/6/22 Starting Time: 10 am Closing Time: 3 pm

ARE ANY ROADWAYS TO BE BLOCKED/CLOSED? yes LOCATION SW 2nd, SW 3rd & 300 Block Street of Park Street

Will Emergency Apparatus (Fire and Ambulance) have access to area? Yes

IF NO, THEN (provide alternatives): \_\_\_\_\_

WILL ELECTRICITY BE USED? YES [ ] NO [X] (circle)

Locations: \_\_\_\_\_

Provided By: \_\_\_\_\_

WILL HEATING/OPEN FLAMES FOR FOOD BE PROVIDED? (circle) YES [ ] NO [X]

Type of Heating Equipment Used: \_\_\_\_\_

WILL A TENT BE ERECTED? (circle) YES [X] NO [ ] Tents rented through One Stop Party, Okeechobee
Tent Manufacturer: Trivantage LLC Size 40 x 40- fire rating posted: Manufacture Certificate Attached
Tent have sides and how many? - 3 sides will be down -Front will be opened Note: 40 x 20 tent will also be used -
Are there Fire Extinguishers accessible and ready for use? (circle) Yes [X] No all sides will be opened.

\*\*\*ATTACH SITE MAP OF EVENT LAYOUT\*\*\*

FIRE SERVICES SHALL COMPLETE ITEMS BELOW:

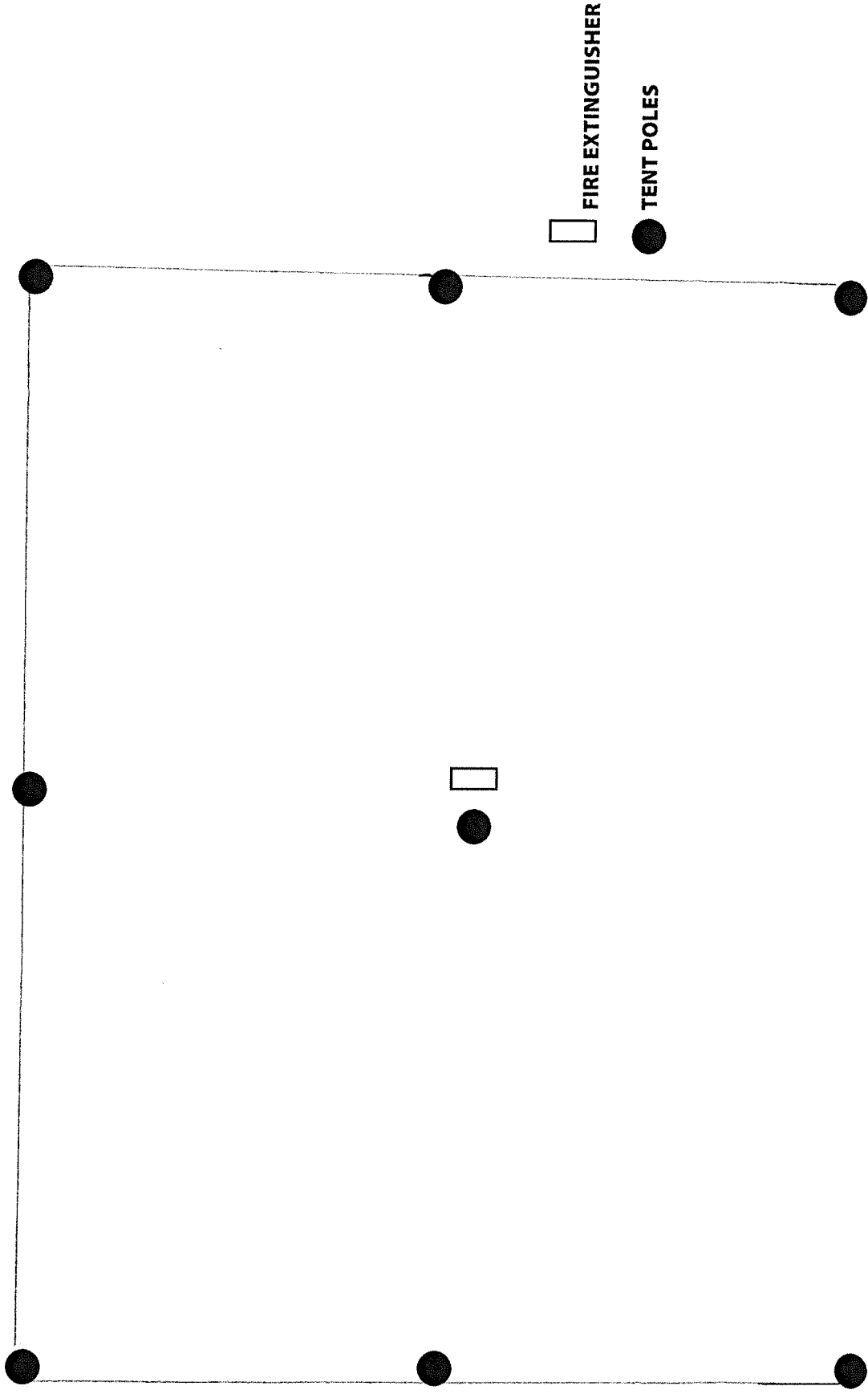
FIRE DEPARTMENT LIFE SAFETY & FIRE SERVICES REQUIREMENTS: (See above)

- Tents/canopy fire rating certificate required.
Tent Size require life safety inspection (900 square feet or less then no permit is required)
Floor plan / seating / setup drawing required showing exits, etc.
Emergency access must be maintained. (REFERS TO VEHICLES AND EQUIPMENT)
Fire extinguishers must have current tag, and be operational and readily accessible.
Cooking requires LPG outside of tent pointing away from exposures.
Electrical wiring exterior rated, not overloaded.
Fire Services inspection required.
Fire watch or inspector(s) REQUIRED? FIRE WATCH Amount:
Firefighter/Inspector Amount: Other:

FIRE DEPARTMENT OFFICIAL (PRINT): \_\_\_\_\_

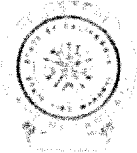
SIGNATURE: \_\_\_\_\_ Please call the FD at 863-467-1586 for any questions.

**TOP OF THE LAKE ART FEST MAIN GALLERY TENT - 40 X 40**



**ENTIRE FRONT WILL BE OPEN**

**SIDES OF TENT WILL HAVE CLEAR PLASTIC DECORATIVE WINDOWS**



# Certificate of Flame Resistance



Issued By:

**Trivantage, LLC**  
1831 North Park Ave

Registered Fabric  
or Concern Number

F-12123

Glen Raven, NC 27217

Date treated or manufactured

09/16/2013

This is to certify that the materials described below have been treated with a flame-retardant chemical or chemicals, conforming to:

1. Trivantage, LLC

Address: 1831 North Park Ave

2. Glen Raven

City: NC 27217

I, the undersigned, hereby make the following statement:

- (a) The articles described at the bottom of this Certificate have been treated with a flame-retardant chemical approved and registered by the State Fire Marshal and the application of said chemical was done in accordance with the laws of the State of California and the Rules and Regulations of the State Fire Marshal.

Name of chemical used

Chemical Registration #

Method of application

**X**

- (b) The articles described at the bottom of this Certificate are made from a flame-resistant fabric or fabric registered and approved by the State Fire Marshal for such use.

Trade Name of flame resistant  
fabric or material used

RENTERS CHOICE 16 OZ

Registration # F-12123

The Flame-Retardant Process Used Will Not Be Removed By Washing

ALBERT E. JOHNSON

VICE PRESIDENT, BUS DEVELOPMENT

Name of Applicator or Production Superintendent

Title

RCN # 100 968340 16 103 968340 16 79

CUSTOMER ORDER NO. FRED / ROAD SAL

CUSTOMER INVOICE NO. 266852

YARDS OR QUANTITY 1000.00

DESCRIPTION Renter's Choice Blackout 61" 16-oz White (Standard Pack 100 Yards)

ITEM NUMBER 968340

We hereby certify the above to accurately reflect the information contained within a 138-NY-CALI-101 FLAME RESISTANCE issued by Trivantage, LLC, from the registrant set forth above. A copy of the original Certificate of Flame Resistance is available upon request to Trivantage, LLC and the registration information set forth above is as recorded with the California State Fire Marshal.

A 1 TENTS AND STRUCTURES

MAILING ADDRESS

234 WEST 24TH ST

RIALEAH, FL 33010



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**RESOLUTION NO. 03-8**

**A RESOLUTION OF THE CITY OF OKEECHOBEE, FLORIDA TO ESTABLISH GUIDELINES FOR USE OF PUBLIC PARKS OR OTHER LANDS OWNED BY THE CITY OF OKEECHOBEE FOR CERTAIN CHARITABLE OR BENEVOLENT ORGANIZATIONS; OR THE GENERAL PUBLIC; PROVIDING FOR AUTHORITY TO REVIEW SUCH APPLICATIONS; PROVIDING FOR STANDARDS FOR REVIEW; PROVIDING FOR GUIDELINES FOR SUCH ORGANIZATIONS TO FOLLOW; PROVIDING FOR INSURANCE REQUIREMENT; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, there are located within the City of Okeechobee certain public parks and other areas owned by the City of Okeechobee that are intended for, and open for use by, the general public, with certain restrictions; and

**WHEREAS**, these functions range from large gatherings which attract many participants, to very small groups, which may or may not cause traffic control problems, and vary in intensity; and

**WHEREAS**, current regulations require the same liability insurance coverage for any such group authorized to gather in the parks or on city lands, which creates a hardship on the smaller gatherings;

**NOW, THEREFORE**, be it resolved and adopted by the City Council for the City of Okeechobee, Florida the following resolution:

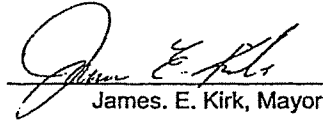
1. THAT permission for charitable or benevolent organizations, or non profit groups, to engage in certain activities in City parks or on City lands, is governed by Article IV, Sections 14-141 to 14-149 of the City Code of Ordinances, which regulations and restrictions shall be considered by General Services whenever an application or request for use of public areas is made, and followed accordingly.
2. THAT for any permit or permission granted by the Department of General Services for such activities on public lands, such permit shall be also executed by the City Administrator, prior to such event taking place.
3. THAT most applicants for use of parks and public lands are charitable or civic groups, who stage large events and attract many people. However, smaller groups for prayer meetings; weddings; boy and girl scouting; and similar type events are also authorized in parks and in public places, but are also subject to the requirements of Article IV of the City Code.
4. THAT current regulations require the applicant for an event to procure liability insurance in the sum of \$ 1 million; the cost of which is or may be prohibitive for smaller and more informal groups.
5. THEREFORE, for any application wherein it appears to the Department of General Services that the participants thereof may be 100 or fewer persons, the liability insurance requirement shall be waived. The City reserves the right to require the participants to execute a hold harmless agreement, depending upon the nature and impact of the event.

INTRODUCED AND ADOPTED this 5<sup>th</sup> day of August, 2003.

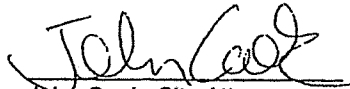


ATTEST:

  
Lane Gamiotéa, City Clerk

  
James. E. Kirk, Mayor

REVIEWED FOR LEGAL SUFFICIENCY:

  
John Cook, City Attorney

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**RESOLUTION NO. 04-03**

**A RESOLUTION OF THE CITY OF OKEECHOBEE, FLORIDA SUPPLEMENTING RESOLUTION NO. 03-08; GUIDELINES FOR USE OF PUBLIC PARKS OR OTHER LANDS OWNED BY THE CITY OF OKEECHOBEE FOR CERTAIN CHARITABLE OR BENEVOLENT ORGANIZATIONS; PROVIDING FOR AUTHORITY TO REVIEW SUCH APPLICATIONS; PROVIDING FOR STANDARDS FOR REVIEW; PROVIDING FOR GUIDELINES FOR SUCH ORGANIZATIONS TO FOLLOW; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, there are located within the City of Okeechobee certain public parks and other areas owned by the City of Okeechobee that are intended for, and open for use by, the general public, with certain restrictions; and

**WHEREAS**, these uses change from time to time, and problems arise by certain uses that are not anticipated, but should be the subject of regulation and control by the City of Okeechobee for the safety and welfare of its citizens, and which requires supplementing existing rules as necessary;

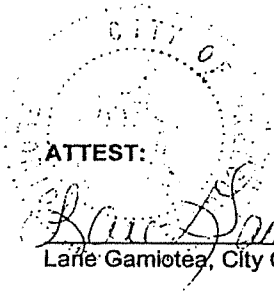
**NOW THEREFORE**, it is resolved before the City Council for the City of Okeechobee, Florida; presented at a duly advertised public meeting; and passed by majority vote of the City Council; and properly executed by the Mayor or designee, as Chief presiding Officer for the City:

1. THAT permission for charitable or benevolent organizations, or non-profit groups, to engage in certain activities in City parks or on City lands, is governed by Article IV, Sections 14-141 to 14-149 of the City Code of Ordinances, which regulations and restrictions shall be considered by General Services whenever an application or request for use of public areas is made, and followed accordingly.
2. THAT for any authorized use of the public parks or rights-of-way within the City, the following regulations shall be followed, as applicable:
  - a. The organization or permit holder, or their designee, shall be responsible to completely clean up the public area used by the permit, within two days of completion of the event, unless otherwise designated in the permit.
  - b. No trailers unattached to a motor vehicle shall be parked along any street or avenue or public right-of-way, or in a marked parking spot, unless the right-of-way is closed for the event, not otherwise blocked off by the City. No other motor vehicles or trailers will be allowed to park or remain on the Park grounds unless prior written approval is obtained from the City Public Works Director or their designee, or such vehicle or trailer is participating in an event such as a permitted activity or car show. Any motor vehicle or trailer parked in violation of this section may be towed by the City at the owner's expense, who shall be liable for all towing and storage fees.
  - c. Golf carts, 4-wheelers or other vehicles not licensed for use on public rights-of-way, will not be permitted on the Park grounds without prior written approval of the City Public Works Director or their designee.
  - d. Certain events, such as but not limited to parades, or those which draw a large number of people, require significant incurring of costs


by the City, for traffic control, crowd control, fire safety, paramedic service, or general policing, which often requires adding personnel, and incurring overtime labor expense. For any such event, the City may require the organization or permit holder to be responsible for these additional costs, including property or personal injury damages that may occur during the event. There will be a mandatory inspection meeting between the Public Works Director or their designee and a representative from the permit holder prior to and after each event. Any additional expenses as stated above, will be billed to the organization or permit holder, who shall pay such sum to the City.

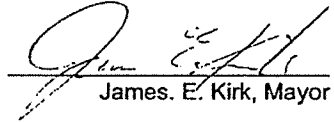
- e. For activities in Flagler Park, the use of generators for power is encouraged, as electric outlets are limited and subject to the right of the City to deny their use. When generators or extension cords are used, the applicant shall cause a U.L. approved extension cord of proper gauge to be safely attached, and routed so as to not interfere with any pedestrian path, or in such area as may pose a risk of harm to the public or other participants.

INTRODUCED AND ADOPTED this 16<sup>th</sup> day of March, 2004.



ATTEST:

  
Larie Gamiotea, City Clerk

  
James. E. Kirk, Mayor

REVIEWED FOR LEGAL SUFFICIENCY:

  
John R. Cook, City Attorney



OKEEC29

OP ID: MR

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/01/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> ISU Lawrance Insurance Agency PO Box 549 Okeechobee, FL 34973 Heath Lawrence	<b>CONTACT NAME:</b> Heath Lawrence <b>PHONE (A/C, No, Ext):</b> 863-467-0600 <b>FAX (A/C, No):</b> 863-467-5142 <b>E-MAIL ADDRESS:</b>  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Mt. Vernon Fire Insurance Co <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
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**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Directors & Offic GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	NBP2552460D	10/25/2021	10/25/2022	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>Inc</b> \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		NBP2552460D	10/25/2021	10/25/2022	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Okeechobee is listed as additional insured with request to General Liability Coverage

**CERTIFICATE HOLDER****CANCELLATION**

CTYOKEE

City of Okeechobee  
 RE Hamrick Testamentary Trust  
 55 S.E. 3rd Avenue  
 Okeechobee, FL 34974

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

## Gail Neu

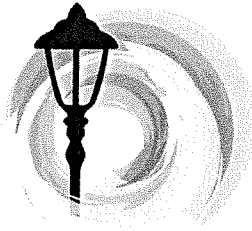
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**From:** Bridgette Waldau <art@okeechobeemainstreet.org>  
**Sent:** Sunday, January 9, 2022 1:40 PM  
**To:** Gail Neu  
**Cc:** Angie Griffin; Sharie Turgeon  
**Subject:** OKMS Top of the Lake Art Fest Permit.  
**Attachments:** OKMS 22\_Art Fest Permit Request.pdf

Gail, Attached is the permit request with the additional tent information required. This is the whole packet so you can disregard what I sent you Friday.

Thanks again for your help. If you need anything else, let me know.

Bridgette Waldau  
Arts & Culture Alliance Director



Okeechobee Main Street  
*Arts Culture Alliance*  
OF OKEECHOBEE COUNTY

**Okeechobee Main Street Arts & Culture Alliance**  
**OKMS Phone: 863-357-6246**  
111 NE 2<sup>nd</sup> Street  
Okeechobee, Florida 34972  
Email: [art@okeechobeemainstreet.org](mailto:art@okeechobeemainstreet.org)  
**Arts Website:** [www.OkeechobeeArts.org](http://www.OkeechobeeArts.org)  
**OKMS Website:** [www.OkeechobeeMainStreet.org](http://www.OkeechobeeMainStreet.org)

# **CRAIG A. SMITH & ASSOCIATES**

PROPOSED SCOPE OF SERVICES AND PROPOSED FEE

FOR

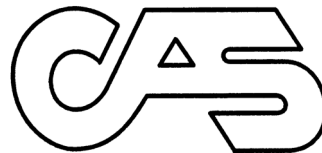
OKEECHOBEE COMMERCE CENTER PROJECT

CAS PROPOSAL NUMBER: P4196

## **CITY OF OKEECHOBEE**

DATED: November 9, 2021

Revised: January 11, 2022



### **CRAIG A. SMITH & ASSOCIATES**

**Engineers•Surveyors•Utility Locators•Grant Specialists**

**21045 Commercial Trail**

**Boca Raton, FL 33486**

**Tel. (561) 314-4445 Fax. (561) 314-4458**







**CRAIG A. SMITH & ASSOCIATES**

**PROPOSED SCOPE OF SERVICES AND PROPOSED FEE**

**PROJECT NAME: CITY OF OKEECHOBEE  
CITY COMMERCE CENTER IMPROVEMENTS (CC)**

**PROPOSAL NO: P4196**

**Background:** CAS has completed the preliminary engineering and final report that evaluated the status of the permitted surface water management system and remaining water management areas to be constructed which led to a pre-application meeting with the SFWMD on 11.3.2021. This proposal entails the outcomes of that report and pre-application meeting with the SFWMD as well as the scope necessary to design and permit the remaining surface water management system of the CC.

**OWNER/CLIENT:**

Name: City of Okeechobee  
Attention: Gary Ritter, City Administrator (vie e-mail [gritter@cityofokeechobee.com](mailto:gritter@cityofokeechobee.com))  
Address: 55 SE 3<sup>rd</sup> Avenue  
Okeechobee, FL 34974  
Phone: (863) 763-3372 Ext. 9812  
Facsimile: (863) 763-1686

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## BACKGROUND:

Craig A. Smith & Associates (CAS) designed and oversaw phases of construction of the City's Commerce Center (CC) around 2000-2004. The CC design and construction was funded by a combination of grants. Grant funding fell short of what was required to complete all the surface water management system (SWMS) required for total CC buildout. However, as reported, 90% of the lake system is installed and all the necessary dry pre-treatment for the previously permitted phases have been constructed.

As a result of the funding shortage and decision to defer some level of pretreatment, the City has been required to make incremental improvements to the core SWMS and monitor permit compliance. Permit modifications submitted by CAS have been approved by SFWMD over time since the construction of the initial backbone drainage system. Each lot owner has applied and provided their required pre-treatment requirement by constructing the required pre-treatment system adjacent to City rights-of-way and complying with the grading requirements. In addition, City staff and lot owners must also endure SFWMD's inability to track improvements and permit compliance as each developer must modify the permit to demonstrate compliance for their lot development. Each time a lot is developed, the developer and their engineer has been asked to re-demonstrate the sufficiency of the existing SWMS. CAS has repeatedly demonstrated to SFWMD that the extent of constructed SWMS necessary to comply with water quality and quantity has exceeded the level of development currently in the CC. CAS also recognizes that there may have been project phases designed by others and those phases may have faced the same level of scrutiny by the SFWMD. The City wishes to reduce the complexity brought on by SFWMD of future development by modifying the permit and providing all SWMS requirements for future development. The summary of the pre-application is shown below.

- The City will be applying for construction authorization for the remaining small lake portion and dry detention areas and their respective intermediate control structures.
- An analysis may include a reduction in drainage area and subsequent treatment requirements, a comparison of the peak stages & outflow of permitted system against the as-built system including intermediate control structures that exceed elevation tolerances. SFWMD will advise City/CAS as to the current elevation of the overflow inlet from the northern wetland.
- No change in land use or grading of the lots are proposed.
- SFWMD has informed the City & CAS that the certification from LBFH for that 12<sup>th</sup> St extension project and dry detention area has been accepted via an e-mail from SFWMD – Gary Priest, PE of 11.5.2021. Therefore, we no longer need to as-built this permitted phase.
- CAS will either be as-building the overflow inlets from the preserve areas (monitoring periods fulfilled) to the lakes or providing construction plans providing the same. City may assist CAS staff on locating these inlets during the coming dry season.



- SFWMD permit fees for City (if any) will be determined based on current ERP regulations.

## **SURVEYING**

Task Description

### **S20 MOBILIZATION**

Field surveying to establish and/or re-establish survey control points in the horizontal and vertical planes for this project. Elevations will be relative to National Geodetic Vertical Datum of 1988 (NGVD '29). The Engineering base map provided will be utilized and translated to the Florida State Plane Coordinate Grid System, East Zone, North American Datum of 1983 with the 1990 adjustment (NAD '83/90) for reference.

**\$2,425.00**

### **S21 TRACT "A"**

Survey will provide spot elevations on an approximate one-hundred (100) foot grid.

**\$1,026.00**

### **S22 WETLANDS AREA 3**

Survey will cross section the swale adjacent to Wetlands Area 3 and proposed roadway (approximate 830 linear feet) at approximate one-hundred (100) foot intervals. Included will be the measured data of the drainage structure at the southeast end of said swale into Lake 3.

**\$1,296.00**

### **S23 WETLANDS AREA 4/ LAKES 2 AND 3**

Survey will cross section the swale adjacent to Wetlands 4 Area (approximate 1,500 linear feet) at approximate one-hundred (100) foot intervals. Included will be the measured data of the drainage culvert between Lakes 2 and 3, overflow weir 9 area, approximate 10.4 acre drainage area and the culverts and associated swale areas to Lake 2, Wetlands 4 to Lake 3, Wetlands 3 to Lake 2 and between Lake 2 and Lake 3.

**\$5,667.00**



**S24 WETLANDS AREA 2/ LAKES 1 AND 2**

Survey will cross section the swale adjacent to Wetlands 2 Area (approximate 800 linear feet) at approximate one-hundred (100) foot intervals. Included will be the measured data of the drainage culvert between Lake 1 and Wetlands 2, culvert between Lake 2 together with Wetlands 2 and structures and culvert from NE 9<sup>th</sup> Street to Lake 1 (with the associated swale areas) Also included will be a 150' X 200' area between Wetlands 2 and NE 9<sup>th</sup> Street.

**\$4,308.00**

**S25 WETLANDS AREA 1**

Survey will cross section the swale adjacent to Wetlands 1 Area (approximate 2,800 linear feet) at approximate one-hundred (100) foot intervals. Included will be the measured data of the drainage culvert between Wetlands 1 and Wetlands 2, and structures and culvert across NE 9<sup>th</sup> Street (with the associated swale areas) Also included will be 7 – 50' X 50' areas adjacent to Wetlands 1 for overflow weirs.

**\$7,662.00**

**TOTAL = \$22,384.00**

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**ENGINEERING**

**Task            Description**

**E53            ENGINEERING/PERMITTING/COST ESTIMATE**

For the remaining water management areas and control structures that have not been constructed to date, the following scope is proposed.

CAS will develop drainage improvements to the area by completing scaled drawings for bidding and construction containing the proposed work using the most recently obtained version of Autodesk Civil3D CADD software. CAS will produce progress prints at the request of the City.

An analysis will include a reduction in drainage area based on lots sold off by the City to the Okeechobee Utility Authority. The analysis will also include water quality treatment assessment of the overall CC and a comparison of the peak stages and outflow of the permitted system against the as-built system including intermediate control structures that have been questioned by the SFWMD.

On behalf of the City, CAS will apply to the SFWMD for a construction and operation permit to construct the remaining detention systems and their drainage components. Up to 2 responses for request for additional information letters are included in this proposal. It is our intent, based on the meeting we had with the SFWMD, to apply for the construction of the detention systems currently located in upland areas. Plans will be developed with reasonable due care so as to not impact the existing wetland preserve areas whose wetland monitoring period has been successfully completed by the City.

Note; no wetland resources permitting is included in this proposal as well as upland species determination, i.e., gopher turtles. No geotechnical services are included in the scope as well. Permit fees are not included in this scope and it may be determined that the City can qualify for an exemption from the standard SFWMD permit fees.

Under this task, CAS will provide quantity take-off and an engineer's opinion of probable cost estimate for the proposed work items.

**\$27,540.00**



**SUMMARY OF COSTS**

CAS proposes to accomplish the professional surveying and engineering services listed for the following total lump sum fee, which is the sum of the fees for each phase and its specific work tasks:

Surveying Mobilization	\$2,425.00
Surveying – Tract “A”	\$1,026.00
Surveying - Wetland Area 3	\$1,296.00
Surveying Area 4/Lakes 2 & 3	\$5,667.00
Surveying Area 2/Lakes 1 & 2	\$4,308.00
Surveying Wetland Area 1	\$7,662.00
Engineering/Permitting/Cost Estimate	\$27,540.00
Contract Documents And Assistance During Bidding	TBD
Engineering Services During Construction	TBD
Construction Observation Services	TBD
<b>Total</b>	<b>\$49,924.00</b>

Once the construction plans are finalized and at the direction of the City, CAS will amend its scope to provide services for contract documents and assistance during project bidding with engineering services during construction and construction observation services.

Thank you for your time and effort in supporting this project and your business is appreciated. Any service not specifically included in the final Agreement will be considered as an Additional Service. CAS will accomplish Additional Services upon proper written authorization of the CLIENT. The fees for Additional Services are at the attached hourly rates or at a mutually agreed upon Lump Sum Fee.



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Should you have any questions or need additional information, please do not hesitate to call. If this proposal is acceptable, please execute as indicated and return one executed copy to our office for our files.

**SUBMITTED BY:**

**APPROVED BY:**

**CRAIG A. SMITH & ASSOCIATES**

**CITY OF OKEECHOBEE**

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Orlando A. Rubio, P.E.  
Sr. Supervising Engineer

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Gary Ritter  
City Administrator

**SERVICES CONTRACT**

CUSTOMER NAME: City of Okeechobee  
SUBMITTED TO: Marvin Robertson  
CONTRACT DATE: January 19, 2022  
SUBMITTED BY: Kevin Murray  
SERVICES: One Time Canal Cleanup of Overhanging Tree Branches

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. **The Services.** SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. **PAYMENT TERMS.** The fee for the Services is **\$14,970.00**. Company will submit a PO for the service fee. The Customer shall pay 0% of this service fee upon execution of this Agreement. The balance (remaining 100% of fee) will be invoiced to Customer by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.
3. **TERM AND EXPIRATION.** This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.





4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.
12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

City of Okeechobee

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**Please Remit All Payments to:**

**1320 Brookwood Drive Suite H  
Little Rock AR 72202**

**Customer's Address for Notice Purposes:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please Mail All Contracts to:**

**2844 Crusader Circle, Suite 450  
Virginia Beach, VA 23453**

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### **SCHEDULE A - ONE TIME CANAL OVERHANGING TREE BRANCHES CLEANUP SERVICES**

Company agrees to perform the onetime canal cleanup management service as outlined at the area on the included map below. Boat ramp access to site: 600 4th Street, Okeechobee, FL

Overhanging Tree branches will be cut back at an average height of ten (10) feet but more where attainable.

Customer is responsible for removal of all debris. Debris will be removed and stacked at the North end of the map next to the power station and at the southern end of the vacant lot.

#### **Permitting (when applicable):**

1. SOLitude staff will be responsible for the following:
  - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
  - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
  - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
  - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

#### **Customer Responsibilities:**

1. Customer will be responsible for the following:
  - a. Providing information required for the permit application process upon request.
  - b. Providing Certified Abutters List for abutter notification where required.
  - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
  - d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
  - e. Compliance and enforcement of temporary water-use restrictions where applicable.

#### **General Qualifications:**

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.

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3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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**CITY OF OKEECHOBEE  
RANKING TABULATION  
REQUEST FOR QUALIFICATIONS RFQ NO. ADM 01-32-11-21  
GENERAL PLANNING SERVICES**

<b>COMPANY NAME</b>	<b>OVERALL RANKING 1 - 2</b>
Morris Depew	1
LaRue Planning & Management Services, Inc.	2

Ranking Committee:

Gary Ritter

Lane Gamiotea

David Allen

Patty Burnette

Jeff Newell

Robin Brock

**CITY OF OKEECHOBEE  
RANKING TABULATION  
REQUEST FOR QUALIFICATIONS RFQ 01-32-11-21  
GENERAL PLANNING SERVICES**

<b>RANKING CRITERIA</b>	<b>Maximum Points</b>	<b>LaRue Planning &amp; Management Services, Inc.</b>	<b>Morris Depew</b>
Qualifications of Firm	25	22	23
Qualifications/Experience of Project Team	25	22	25
Previous Similar Projects & Client References	25	24	25
Project/Services Implementation Strategy	25	25	24
<b>TOTAL</b>	100	93	97

Ranking Committee:

Gary Ritter  
Lane Gamiotea

David Allen  
Patty Burnette

Jeff Newell  
Robin Brock